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15 UNITED STATES DISTRICT COURT
16 DISTRICT OF NEVADA

17 FEDERAL TRADE COMMISSION,

18 Plaintiff,

19 v.
20

21 CONSUMER DEFENSE, LLC, *et al.*,

22 Defendants.
23
24
25
26

2:18-cv-00030-GMN-PAL

**FTC'S EXHIBITS IN SUPPORT
OF ITS *EX PARTE* MOTION FOR
TEMPORARY RESTRAINING
ORDER WITH ASSET FREEZE,
APPOINTMENT OF RECEIVER,
AND OTHER EQUITABLE
RELIEF, AND ORDER TO SHOW
CAUSE WHY A PRELIMINARY
INJUNCTION SHOULD NOT
ISSUE**

FILED UNDER SEAL

27 VOLUME 3
28

TABLE OF EXHIBITS**Volume 1**

Declaration of Adassa Brown	PX01
Declaration of Donna Brundage	PX02
Declaration of Ecco Debnam	PX03
Declaration of Karyn Evert.....	PX04
Declaration of Stephanie Frierson	PX05
Declaration of Patrick Garrett.....	PX06
Declaration of Jason Jones.....	PX07
Declaration of Richard Latimer	PX08

Volume 2

Declaration of Joseph Parma	PX09
Declaration of Dennis Peterson	PX10
Declaration of Genevieve Podoski.....	PX11
Declaration of Stefan Prince	PX12
Declaration of Lori Schulz.....	PX13

Volume 3

Declaration of Terri Riley	PX14
Declaration of Timothy Goss.....	PX15
Declaration of Wanda Jackson.....	PX16
Declaration of Matthew Wilson.....	PX17
Declaration of Sheri Charnock.....	PX18
Declaration of Timothy James.....	PX19

Declaration of Elizabeth Feldstein.....	PX20
Declaration – Attachment C, pages 1 - 66	
Volume 4	
Attachment D – Attachment X, part 1, pages 67 - 317	
Volume 5	
Attachment X, part 2 – Attachment Z, part 1, pages 318-568	
Volume 6	
Attachment Z, part 2 – Attachment DD, part 1, pages 569 - 819	
Volume 7	
Attachment DD, part 2 – Attachment GG, pages 820 - 1074	
Volume 8	
Attachment HH – Attachment PPP, pages 1075 - 1341	
Volume 9	
Declaration of David Aguayo	PX21
Declaration of Jennifer Yadoo	PX22
Declaration – Attachment C part 1, pages 1 - 217	
Volume 10	
Attachment C part 2 – Attachment P, pages 218 - 465	
Volume 11	
Attachment Q – Attachment CC, pages 466 - 563	
Declaration of Renee Crawford	PX23
Declaration of Nathaniel Al-Najjar.....	PX24
Supplemental Declaration of Jennifer Yadoo	PX25
Supplemental Declaration of Elizabeth Feldstein.....	PX26

EXHIBIT 14

DECLARATION OF TERRI RILEY

**DECLARATION OF TERRI RILEY
PURSUANT TO 28 U.S.C. § 1746**

I, Terri Riley, make the following statement:

1. I am a U.S. citizen over the age of 18 residing in Reno, Nevada. I have personal knowledge of the facts stated below.
2. In or around November 2010, my husband and I got divorced. At the time, Bank of America ("BOA") held our loan.
3. In or around January 2011, I received a court order which put the house entirely in my name, and I had a year to refinance my home according to the court order. At this time, my husband and I signed a quitclaim deed, which put his share of the house in my name.
4. Shortly after this, through the government's Making Home Affordable program, I received a modification from BOA that lowered my monthly payments from around \$1,160 to \$785 in or around June 2011. My ex-husband did not sign the modification because his name was no longer on the deed. At the same time, my ex-husband called BOA to cancel this new loan. I was not aware he did this, nor do I understand how he was able to do so since the house was in my name at this point.
5. I continued making monthly payments to BOA. In or around November 2011, my payment was sent back to me and I learned that Select Portfolio Servicing ("SPS") was now the servicer on my loan.
6. I contacted SPS when I learned it was my servicer and the representative stated that I had fifteen minutes to get off my property because I was so far behind on my payments.
7. For years, I went back and forth on the phone between BOA and SPS. Whenever I

spoke to SPS, I was subject to threats and was told multiple times that I only had fifteen minutes to get off my property. During this time, SPS would not accept my payments because my ex-husband had cancelled the loan and it was no longer in my name.

8. In or around September 2013, I filed for bankruptcy because SPS threatened to sue me for \$200,000.
9. SPS continued not to accept my payments and also kept threatening foreclosure.
10. In or around December 2016, I wrote to the White House, Nevada Attorney General, and the Governor of Nevada. The Nevada Attorney General demanded SPS to inquire into the status of my loan. It was only at this point that I learned my ex-husband had canceled it in June 2011.
11. In or around January 2017, I was tired of dealing with SPS. I wanted to hire a service to sort out the issues I was having with my mortgage so I could live in security and not deal with threats from SPS anymore.
12. I searched online and came across a company called Consumer Defense. I called Consumer Defense and explained my situation to a representative. The representative said that Consumer Defense worked with SPS regularly and would be able to obtain a modification and sort out the complications I was having with my mortgage. The representative said it could take several months to obtain a modification since Consumer Defense would have to submit a lot of documents. At the time, I believed Consumer Defense was associated with the government. Otherwise, I would not have signed up for its services.
13. After my phone call with Consumer Defense, I received an email from a representative named Sue Chowhan. In this email, Sue wrote that Consumer Defense

works with a non-profit agency that has an "...in house defense team to do a Forensic Audit." From this email, I understood that Consumer Defense would provide legal services. She also wrote that Consumer Defense "...*consistently* [emphasis in original email] receive approvals with the best terms and conditions" and that "they issue a Letter of Guarantee." Lastly, she wrote that most homeowners do not make payments during the modification process "...because the homeowner is fully protected from the lender selling their home." A true and correct redacted copy of this email and its attachment are attached to this declaration as **Attachment A**.

14. I signed up with Consumer Defense and submitted my first payment about a week after this initial conversation. I was required to submit documents such as pay stubs, a Dodd-Frank Certification, and my monthly expenses. I was required to pay \$650 per month over the course of six months. I also submitted a borrower's authorization form and a Consumer Advocacy Agreement. An employee at Consumer Defense named Cameron James was assigned to my case. True and correct redacted copies of parts of the Consumer Advocacy Agreement, Borrowers' Authorization, and Payment Form are attached to this declaration as **Attachment B**.
15. Consumer Defense also advised me to submit a cease and desist letter to SPS and to stop communicating with SPS while Consumer Defense worked out a modification. Although I submitted the cease and desist letter, I did not have the intention to stop communicating with SPS because it was still my house and I wanted to be in control. A true and correct redacted copy of the cease and desist letter is attached to this declaration as **Attachment C**.
16. Consumer Defense submitted a Qualified Written Request ("QWR") to SPS, and

SPS replied that it would respond to the inquiry. A true and correct redacted copy of the QWR and SPS' reply is attached to this declaration as **Attachment D**.

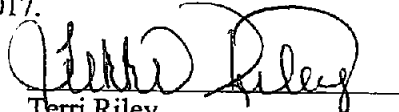
17. Shortly after signing up with Consumer Defense, a representative from SPS contacted me and stated that it had received a notice from Consumer Defense to make Consumer Defense the sole point of future contact. I told the representative that SPS could still contact me if necessary because I was in control of my house and I wanted to be able to talk to SPS if representatives at SPS needed to speak to me.
18. I frequently contacted Consumer Defense to learn about the status of my modification. Although the main person assigned to my case was Cameron James, I also spoke to three or four people during the time I worked with Consumer Defense. Every time I called, representatives asked for more paperwork. In total, I sent 78 pages of documents.
19. In or around March 2017, a representative named Carrie Knight contacted me from SPS. She called because she wanted to inform me that Consumer Defense was a fraud. She informed me that SPS had told Consumer Defense from the very beginning that SPS would not work with Consumer Defense to obtain a modification at the time Consumer Defense submitted the QWR. She instructed me to look online and do some research on Consumer Defense.
20. I went online and learned there were many complaints against Consumer Defense.
21. I called Consumer Defense and was very upset. I spoke with Cameron who told me he would put me in touch with his manager Bobbi Collins. I asked why Consumer Defense had taken payments for two months if it knew from the beginning that it could not obtain a modification. A true and correct redacted copy of an email from Cameron James is attached to this declaration at **Attachment E**.

22. Bobbi said the reason I could not get a modification was that I had a lien on my house, not because of Consumer Defense's services. I was furious. I was not even aware there was a lien on my house, and I did not understand why Consumer Defense did not tell me this information from the beginning. During this phone call, Bobbi said that she would look into giving me a refund.
23. A few days passed and I had not heard anything so I wrote to Cameron asking for information on obtaining a refund. A true and correct redacted copy of this email is attached to this declaration as **Attachment F**.
24. In or around April 2017, I submitted an audit request form for the \$1,300 I had paid. A true and correct redacted copy of my audit request form, debit card payments totaling \$1,300, which were made to a company named "American Home Loans," and emails regarding the status of my refund are attached to this declaration as **Attachment G**.
25. I was so upset and asked to obtain a full refund. Consumer Defense only agreed to refund me \$200 even though I had paid \$1,300 to a company that not only knew from the very beginning that I could not receive a modification but also withheld important information from me. I received a \$200 check in the mail. A true and correct redacted copy of parts of the release form for \$200 is attached to this declaration as **Attachment H**.
26. The reason I signed up with Consumer Defense in the first place is because I am aware of the fact that I am not so knowledgeable about mortgages, and I wanted help. Consumer Defense saw this vulnerability and took complete advantage of me. I currently have a lien on my house for \$102,300 while the house was recently appraised last year for only \$72,000. I am disturbed by the fact that a company could

so easily lie and steal money from hardworking people. I am hoping to find honest legal services to see if someone can help me with my situation.

I declare under penalty of perjury that the foregoing is true and correct.

Executed this 11 day of November 2017.


Terri Riley

ATTACHMENT A

From: Terri Riley
To: Yadoo, Jennifer
Subject: Fw: FROM SUE: OVERVIEW
Date: Thursday, October 26, 2017 5:33:15 PM
Attachments: Settlement Stipulations.pdf

----- Forwarded Message -----

From: Sue Chowhan <schowhan@consumerdefense.com>
To: [REDACTED]
Sent: Tuesday, January 10, 2017, 1:27:49 PM PST
Subject: FROM SUE: OVERVIEW

Terri,

Per our discussion, Consumer Defense LLC, is an outreach group that partners with a non-profit agency. They utilize an in house administration team and an in house defense team to do a Forensic Audit . In addition, they provide supplemental funding to the non-profit agency which enables the agency to **consistently** receive approvals with the best terms and conditions because of their small case load and strong negotiating position. As such they issue a Letter of Guarantee.

Based on the information you have given me you are eligible for a recapitalization which will put your past due payments on the back of your loan to bring you current without a "good faith deposit" that your lender may say is required. It is not.

As way of review, you are not ever paying Consumer Defense your scheduled payments of \$ 500 (8 maximum) while making a mortgage payment. If your modification is approved before their scheduled payments are completed, Consumer Defense will revise the payments to ones you can afford.

While your modification is being reviewed most homeowners choose not to make mortgage payments because any past due payments must be paid before any new payment is applied to principal and because the homeowner is fully protected from the lender selling their home. (See attachment below)

Thank you,
Sue Chowhan
Senior Modification Advisor
888-980-7487
888-334-7255 Fax Number

<http://attorneyloanmodifications.com>

Note: Above the video on the far right of the screen is a link to "Success Stories" click on that. You will see a list of lenders. Click on any lender and you will can click on the paper icon to see modifications we've received approval on.

2

National Mortgage Settlement:

On March 14, 2012 the United States of America and 49 of the 50 US states (all but Oklahoma) filed a complaint in the United States District Court for the District of Columbia against numerous mortgage loan servicers, including Bank of America, Citigroup, GMAC Mortgage/Ally Financial, JP Morgan Chase, and Wells Fargo (as well as certain subsidiaries of these mortgage loan servicers).

The complaint accused these mortgage loan servicers of outrageous and ongoing misconduct relating to their origination and servicing of single family residential mortgage loans, including abuses in the foreclosure process. More specifically, Bank of America, Citigroup, GMAC Mortgage /Ally Financial, JP Morgan Chase, Wells Fargo, and the others were accused of the staggering list of wrongdoings below.

1. Unfair, deceptive, and unlawful loan servicing processes;
2. Unfair, deceptive, and unlawful loan modification and loss mitigation processes;
3. Wrongful foreclosure conduct – including premature and unauthorized foreclosures;
4. Unfair and deceptive origination of mortgage loans;
5. Violations of the Direct Endorsement Program (relating to FHA loans);
6. Failure to comply with underwriting requirements;
7. Failure to comply with quality control requirements;
8. Ignoring or circumventing bankruptcy related protections and laws;
9. Violation of the Servicemembers Civil Relief Act; and
10. Use of false and deceptive affidavits and other documents to facilitate the above violations.

Terms of the Settlement:

“The servicing standards make foreclosure a last resort by requiring servicers to evaluate homeowners for other loss mitigation options first. In addition, banks will be restricted from foreclosing while the homeowner is being considered for a loan modification. The new standards also include procedures and timelines for reviewing loan modification applications and give homeowners the right to appeal denials. Servicers will also be required to create a single point of contact for borrowers seeking information about their loans and maintain adequate staff to handle calls.

The agreement will be filed as a consent judgment in the U.S. District Court for the District of Columbia. Compliance with the agreement will be overseen by an independent monitor, Joseph A. Smith Jr. Smith has served as the North Carolina Commissioner of Banks since 2002. Smith is also the former Chairman of the Conference of State Banks Supervisors (CSBS). The monitor will oversee implementation of the servicing standards required by the agreement; impose penalties of up to \$1 million per violation (or up to \$5 million for certain repeat violations); and publish regular public reports that identify any quarter in which a servicer fell short of the standards imposed in the settlement.

ATTACHMENT B



January 9, 2017

Sun Valley NV

Re: Consumer Advocacy Agreement

Dear Terri:

Please find enclosed the "Terms and Conditions" governing the services provided through Consumer Defense, LLC.

	<i>Borrower</i>	<i>Co-Borrower (if any)</i>
Name(s)	Terri L. Riley	
Street Address	[Redacted]	
City, State, Zip	Sun Valley NV	
Phone Number	[Redacted]	
E-mail	[Redacted]	

I (We), the above-named Client(s)/Borrower(s), affirm that I (we) have received, read, and understand the "Terms and Conditions" provided below, and AGREE to the terms thereof.

Client:

Date: 1-29-2007

Sign here ▶

[Signature of Terri L. Riley]
Terri L. Riley

Client Name:

Co-Client:

Date: _____

Sign here ▶

Client Name: _____

under "Payment Form." If Client continues using the services of Consumer Defense beyond the fee schedule, Client agrees to pay the continuity amount of \$297 per month until such time Consumer Defense's services are complete.

*Borrower's Initials:

*Co-Borrower's Initials:

10% Reduction of Principal Contingency Fee. If applicable under state law, Consumer Link, Inc. may at your discretion negotiate to reduce or discharge the secured debt including any second mortgage attached to your property. *Only if* Consumer Link, Inc. is successful and you agree to the lender's offer, you AGREE to pay a contingency fee to Consumer Link, Inc. or its assigns in the amount of 10% of the total debt forgiven as a result of the negotiation with respect to the property. This Debt Reduction Contingency Fee must be paid over a period not to exceed five years in equal monthly payments at 4% annual interest. Consumer Link, Inc. (and Consumer Defense, LLC) makes no guarantee, instruction, or claim regarding the potential tax consequences of debt forgiveness.

*Borrower's Initials:

*Co-Borrower's Initials:

3. **Litigation and Attorney Fees Not Included.** Unless otherwise agreed to in writing and signed by the parties, Consumer Defense will *not* be assisting, representing, or forming an attorney-client relationship with Client in any manner or capacity. Legal services shall NOT be covered by this Agreement and will be handled through local counsel only.
4. **Client's Obligations.** Client AGREES to the following:
 - a. Client shall immediately notify Consumer Defense or Consumer Link if Client receives telephone calls, e-mails or any other correspondence from his or her lender or lender's attorney(s).
 - b. Client shall provide both Consumer Defense and Consumer Link with accurate and current financial information and financial history as requested by either entity and shall cooperate with ongoing requests and shall communicate any material change of circumstances to Client. Client agrees to submit the completed Consumer Defense financial package within ten (10) days from the date of this Agreement (or such time frame agreed upon in writing between Client and Consumer Defense).
 - c. Client shall make all payments as detailed above and on the document titled "Payment Form." Client acknowledges that any rejected or delayed payments will result in a fee payable to Consumer Defense in the amount of \$25 for each NSF payment and a \$50 fee for payment rescheduling.
 - d. Client agrees that should Client use a credit card to pay for Consumer Defense's services, CLIENT AGREES NOT TO CHARGEBACK THE CARD for any reason. In the event that Client breaches this provision and chargebacks his or her credit card, Client agrees that liquidated damages of \$250 shall be applied to Client's account in addition to all other remedies provided in this Agreement and under law. This amount represents a reasonable estimate of the costs involved in disputing a chargeback with the credit card company.

Page 3 of 6
Consumer Advocacy Agreement

Consumer Defense, LLC is 581 North Rainbow Blvd Suite 200 Las Vegas, NV 89107

Phase 2 – Application and Processing Assistance

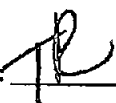
If necessary, providing paperwork for submission of Borrower's cease and desist letter by Borrower, Borrower's Authorization letter, and if applicable, RESPA & TILA letters. Preparation and submittal of package to a Mortgage Assistance Relief Service or nonprofit entity based on federal and/or lender specific guidelines, including analysis and compilation of income verification (e.g. profit and loss statements), expenses, etc. Review by Consumer Link for federal eligibility and compliance. Review for alternative federal options. Cooperation with Mortgage Assistance Relief Service, nonprofit entity, and/or local counsel for processing of Borrower's application.

Phase 3 – Verification and Supplemental Submissions

Secure confirmation that the package has been received and is in active review. Preparation and submittal of other necessary documents as needed including a Qualified Written Request pursuant to federal guidelines. Develop dialogue with Borrower and lender to ensure that loss mitigation process continues unabated with Mortgage Assistance Relief Service. Review of Mortgage Assistance Relief Service's preparation and submittal of supplemental or additional modification packages and income verification as required by the lender.

Phase 4 – Review and Analysis

Review and analysis of the documentation provided through Qualified Written Request submitted for Borrower. Collecting and submitting additional or updated information. Notes review and file supervision and maintenance. Follow-up on all lender correspondences.

*Borrower's Initials: 

Co-Borrower's Initials: _____



Consumer Link, Inc.
200 S. Virginia, 8th Floor
Reno, NV 89501
Phone: (888) 980-7317
Fax: (888) 224-6524

Borrower(s) Authorization

Date: 1-29-2017 Account Number: [REDACTED]
To: SPS Servicing (Name of First Lender)
PO BOX 165250 (Address)
Salt Lake City
UT 84116-50250 (City, State, Zip)

The undersigned borrower(s) do hereby appoint Consumer Link, Inc., acting by and through its employees, staff and agents, as the authorized agents of the undersigned and to negotiate and act on behalf of the undersigned with respect to avoiding foreclosure of the following real property:

[REDACTED] (Address of Property)
Sum Valley
NV [REDACTED] (City, State, Zip)

As necessary to carry out the above, Consumer Link, Inc., acting by and through its employees, staff and agents, are expressly authorized, on behalf of the undersigned, to:

1. Communicate with my creditors, home lender, and financial institutions to obtain any and all information regarding my accounts or debts that I may owe, including for example the account balances, payment history, verification of the account and any other information necessary to allow Consumer Link, Inc. to evaluate and formulate settlement, modification relief services, or payment offers on my behalf.
2. Make good faith settlement or payment offers on my behalf. This authorization shall expire six (6) months from the date above unless rescinded in writing prior to that date.

Borrower:
[Signature]
Signature
Terri L. Riley
Printed Name

[REDACTED]
Social Security Number
[REDACTED]
Date of Birth

Co-Borrower:

Signature

Printed Name

Social Security Number

Date of Birth

Authorized REPRESENTATIVES of Consumer Link, Inc. that can be reached at (888) 980-7317: • Jonathan Hanley • Sandra Hanley • Bobbi Collins • Shannon Martinez • Rebecca Peace • Mia Apcho • Brianne Whitmire • Ali Parkinson • Ana Amaya • Cameron James

Authorization



Consumer Defense

Payment Form

Consumer Defense, LLC Representative: Vanessa V.

Client Information:
Name: Terri L. Riley

Phone: [REDACTED]

E-mail: [REDACTED]

Physical Address: [REDACTED]

Billing Information:
Name on Card: Terri L. RileyCard Type (circle): (Visa) MasterCard, Discover

Card Number: [REDACTED]

Expiration: [REDACTED]

Code: [REDACTED]

Billing Address: RENO NV [REDACTED]
Payment Schedule:

	Date	Amount
1	02/09/17	\$ 650
2	03/09/17	\$ 650
3	04/09/17	\$ 650
4	05/09/17	\$ 650
5	06/09/17	\$ 650
6	07/09/17	\$ 650
	TOTAL	\$ 3900

Paid in Full: ☐ Yes ☐ No (explain) _____

Client's Signature:

Date: 1-29-2017

Sign here ▶

 Page 1 of 1
 Payment Form

ATTACHMENT C

CEASE AND DESIST**VIA FACSIMILE**

TO: SPS	FROM: TERRI L. RILEY
FAX:	PAGES: 3 PAGES
OFFICE PHONE:	DATE:
RE. BORROWER'S NAME: TERRI L. RILEY	CO-BORROWER'S NAME (IF ANY):
ACCOUNT/LOAN NUMBER: [REDACTED]	
PROPERTY ADDRESS: [REDACTED] SUN VALLEY NV [REDACTED]	

☒ Urgent
 ☐ For Review
 ☐ Please Comment
 ☐ Please Reply
 ☐ Please Recycle

To Whom It May Concern:

I, the undersigned borrower, hereby make this request pursuant to federal law, including the Truth in Lending Act (TILA) 15 U.S.C. § 1601, et seq., the Fair Debt Collection Practices Act (FDCPA) and the Real Estate Settlement Procedures Act (RESPA), codified as Title 12 § 2605 (e)(1)(B) and Reg. X § 3500.21(f)2 of the United States Code.

First, pursuant to the Fair Debt Collection Practices Act (FDCPA), 15 U.S.C. §§ 1692-1692p, please provide me with definitive evidence that you (the bank/lender/servicer) are, in fact, the owner of the Note related to the above loan. As you are probably aware, you have 30 days from the date of this request to provide such documentation. Please provide a true and certain copy of the Note which substantiates the above referenced loan. Further, pursuant to the FDCPA, please notify your collection department of this request and, accordingly, please cease and desist any and all collection efforts related to the above referenced loan until such time when you can provide such documentation. Notwithstanding, any and all communications related to home loan modifications, foreclosure alternatives, and those programs provided for under the Making Home Affordable Program¹ or other similar programs of the lender shall be EXCLUDED from this cease and desist.

¹ The Making Home Affordable Program includes the following : Home Affordable Modification Program SM (HAMP SM), Principal Reduction Alternative SM (PRA), Second Lien Modification Program (2MP), FHA Home Affordable Modification Program (FHA-HAMP), USDA's Special Loan Servicing Veteran's Affairs Home Affordable Modification (VA-HAMP), Home Affordable Foreclosure Alternatives Program (HAFA), Second Lien Modification Program for Federal Housing Administration Loans (FHA-2LP), Home Affordable Refinance Program (HARP), FHA Refinance for Borrowers with Negative Equity (FHA Short Refinance), Home Affordable Unemployment Program (UP), and Housing Finance Agency Innovation Fund for the Hardest Hit Housing Markets (HHF).

Page 1 of 3
Cease and Desist

Second, please be advised that I can no longer afford the payments on the above referenced loan, and thus, this account may have become delinquent. I have experienced an economic hardship that has made the continued and ongoing payments on the above referenced account impracticable. Accordingly, I will likely be requesting a loan modification through Consumer Link, a nonprofit corporation, who will be in continual contact with your organization. I am including various financial worksheets, verification of income, banking records and a hardship letter for your review.

To complicate matters, I purchased the home at the peak of the real estate bubble. Nonetheless, any money that I thought may exist in the home, such as the down payment, is gone. As you are probably aware, due to a substantial downturn in the property values, the above referenced loan, in combination with any additional debt related to the home, is for a principal amount that is significantly more than the current property value. These economic hardships in combination with high interest rates and an inflated principal amount make my ability to pay the above referenced mortgage extremely difficult.

The combination of these circumstances led to my retention of Consumer Link, a mortgage assistance relief service, to assist me in seeking relief. Consumer Link's first step of service is it to work with you, the owner of the mortgage, to negotiate loan modification agreements for the mortgage so that a modified mortgage will consist of terms which include a fair and fixed interest rate and a principal amount that is in line with the current property value and current federal and state guidelines for these types of loan modifications.

While I have experienced some hardships, I am confident that if such a fair loan modification agreement can be executed, I will be able to abide by its terms and be a long standing customer of your company without any further unforeseen incidents.

Consumer Link has been working diligently with numerous lenders to enter into loan modifications agreements with borrowers and lenders which empower borrowers to become reliable paying customers and loan companies to restart reliable revenue streams. Using new federal legislation as guidelines for such programs, Consumer Link has been extremely successful in avoiding foreclosure for homeowners and assisting mortgage companies with ensuring that they can generate reliable revenue streams from their customers. Based on our experience with what numerous other lenders and servicers are providing, and based upon the guidelines provided in the federal loan modification guidelines as set forth in the federal foreclosure relief bill which was approved by Congress and President Bush in July, 2008, in addition to the new initiatives put forth by President Obama, Consumer Link is proposing a loan modification agreement which has the following terms:

1. Reduction in Interest Rate. Not only are loan modification agreements being executed for reduced principal amounts, but they are also providing for fixed interest rates which are generally less than 4.0%. Accordingly, any loan modification package for the above referenced loan must include such a provision; preferably, at a fixed annual interest rate that is less than 4.5%.
2. Forgiveness of any Outstanding Amounts. The Borrower's account is delinquent. While they are working to resolve these financial problems, the Borrower cannot make any large payments to make an account current once we reach a loan modification agreement. Thus, there are two choices in how to deal with the current past due balance: (a) add the amount into the loan, or (b) forgive the amount. As the first option would increase the

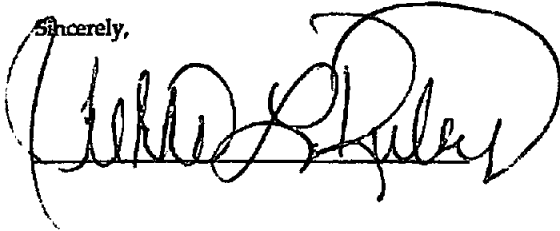
Page 2 of 3
Cease and Desist

principal balance, negating any efforts made to lower the balance pursuant to the first requested term of the loan modification, we are asking that you forgive this amount.

Accordingly, should you be willing to provide an offer for a loan modification agreement that represents a conscionable financing solution (principal of approximately fix an interest rate of 5% per year for 30 years, and forgive any outstanding amounts owed), we are confident I will be able to comply with such requirements and continue to be a long standing customer in good standing.

Thank you for your prompt attention to this matter. We look forward to hearing from you.

Sincerely,

A handwritten signature in black ink, appearing to read "Robert D. Shuler", written over a horizontal line.

Page 3 of 3
Cease and Desist

ATTACHMENT D

QUALIFIED WRITTEN REQUEST**VIA FACSIMILE**

TO: SPS	FROM: TERRI L. RILEY
FAX:	PAGES: 15 PAGES
OFFICE PHONE:	DATE:
RE. BORROWER'S NAME: TERRI L. RILEY	CO-BORROWER'S NAME (IF ANY):
ACCOUNT/LOAN NUMBER [REDACTED]	
PROPERTY ADDRESS [REDACTED] SUN VALLEY NV [REDACTED]	

☒ Urgent
 ☐ For Review
 ☐ Please Comment
 ☐ Please Reply
 ☐ Please Recycle

To Whom It May Concern:

This is a **Qualified Written Request** under the Truth in Lending Act (TILA) 15 U.S.C. § 1601, et seq., the Fair Debt Collection Practices Act (FDCPA) and the Real Estate Settlement Procedures Act ("RESPA"), codified as Title 12 § 2605 (e)(1)(B) (e) and Reg. X § 3500.21(f)2 of the United States Code. **TAKE NOTICE** that RESPA provides substantial penalties and fines for non-compliance or failure to answer my questions and production of documents as requested in this letter within sixty (60) days of its receipt.

In order to conduct the examination and audit of this loan, I (the "Borrower") need to have full and immediate disclosure including copies of all pertinent information regarding this loan. The documents requested and answers to our questions are needed for us, including our audit experts, to insure that this loan:

1. Was originated in lawful compliance with all federal and state laws, regulations including, but not limited to TILA, FDCPA, RESPA, Home Ownership and Equity Protection Act (HOEPA), and other laws;
2. That any sale or transfer of this account or monetary instrument, was conducted in accordance with proper laws and was a lawful sale with complete disclosure to all parties with an interest;
3. That the claimed holder in due course of the monetary instrument/deed of trust/asset is holding such note in compliance with statutes, state and federal laws and is entitled to the benefits of payments;

Page 1 of 15
Qualified Written Request

4. That all good faith and reasonable disclosures of transfers, sales, Power of Attorney, monetary instrument ownership, entitlements, full disclosure of actual funding source, terms, costs, commissions, rebates, kickbacks, fees etc., were and still are properly disclosed to the Borrower;
5. That each servicer and/or sub-servicers of this mortgage have serviced this mortgage in accordance with statute, laws and the terms of mortgage, monetary instrument/deed of trust;
6. That each servicer and sub-servicers of this mortgage have serviced this mortgage in compliance with local, state and federal statutes, laws and regulations;
7. That this mortgage account has properly been credited, debited, adjusted, amortized and charged correctly;
8. That interest and principal have been properly calculated and applied to this loan; and
9. That any principal balance has been properly calculated, amortized and accounted for; that no charges, fees or expenses, not obligated by the Borrower in any agreement, have been charged, assessed or collected from this account.

In order to validate this debt and audit this account, I need copies of pertinent documents to be provided to our office. I also need answers, certified, in writing, to various servicing questions. For each record kept on computer or in any other electronic file or format, please provide a paper copy of all information in each field or record in each computer system, program or database used by you that contains any information on this account number or the Borrower's name.

As such, please mail to our address, at the address below, copies of the documents requested below as soon as possible. Please provide copies of the following:

1. Any certificated or uncertificated security, front and back, used for the funding of the account number identified on Page 1 above.
2. Any and all "Pool Agreement(s)" including the above-identified account between you (the bank/lender/server) and any government sponsored entity (GSE).
3. Any and all "Deposit Agreement(s)" regarding the above-identified account or the "Pool Agreement" including the above-identified account between you and any GSE.
4. Any and all "Servicing Agreement(s)" between you and any GSE.
5. Any and all "Custodial Agreement(s)" between you and any GSE.
6. Any and all "Master Purchasing Agreement(s)" between you and any GSE.
7. Any and all "Issuer Agreement(s)" between you and any GSE.
8. Any and all "Commitment to Guarantee" agreement(s) between you and any GSE.

Page 2 of 15
Qualified Written Request

9. Any and all "Release of Document agreements" between you and any GSE.
10. Any and all "Master Agreement(s) for servicer's Principle and Interest Custodial Account(s)" between you and any GSE.
11. Any and all "Servicers Escrow Custodial Account" between you and any GSE.
12. Any and all "Release of Interest" agreements between you and any GSE.
13. Any Trustee agreement(s) between you and MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. regarding the above-identified account or pool accounts with any GSE.
14. Please send a copy of any documentation evidencing any trust relationship regarding the Mortgage/Deed of Trust and any Note in this matter.
15. Please provide a copy of any and all document(s) establishing any Trustee of record for the Mortgage/Deed of Trust and any Note.
16. Please provide a copy of any and all document(s) establishing the date of any appointment of Trustee Mortgage/Deed of Trust and any Note. Please also include any and all assignments or transfers or nominees of any substitute trustee(s).
17. Please provide a copy of any and all document(s) establishing any Grantor for this Mortgage/Deed of Trust and any Note.
18. Please provide a copy of any and all document(s) establishing any Grantee for this Mortgage/Deed of Trust and any Note.
19. Please provide a copy of any and all document(s) establishing any Beneficiary for this Mortgage/Deed of Trust and any Note.
20. Please provide any documentation evidencing the Mortgage or Deed of trust is not a constructive trust or any other form of trust.
21. Please provide a certified copy of the signed promissory note showing the front and back of the document.
22. All data, information, notations, text, figures and information contained in your mortgage servicing and accounting computer systems including, but not limited to Alltel or Fidelity CPI system, or any other similar mortgage servicing software used by you, any servicers, or sub-servicers of this mortgage account from the inception of this account to the date written above.
23. All descriptions and legends of all codes used in your mortgage servicing and accounting system so that the examiners, auditors and experts retained to audit and review this mortgage account may properly conduct their work.

Page 3 of 15
Qualified Written Request

24. All assignments, transfers, allonges, or other document evidencing a transfer, sale or assignment of this mortgage, deed of trust, monetary instrument or other document that secures payment by the Borrower to this obligation in this account from the inception of this account to the present date including any such assignments on MERS.
25. All records, electronic or otherwise, of assignments of this mortgage, monetary instrument or servicing rights to this mortgage including any such assignments on MERS.
26. All deeds in lieu, modifications to this mortgage, monetary instrument or deed of trust from the inception of this account to the present date.
27. The front and back of each and every canceled check, money order, draft, debit or credit notice issued to any servicers of this account for payment of any monthly payment, other payment, escrow charge, fee or expense on this account.
28. All escrow analyses conducted on this account from the inception of this account until the date of this letter.
29. The front and back of each and every canceled check, draft or debit notice issued for payment of closing costs, fees and expenses listed on any and all disclosure statement(s) including, but not limited to, appraisal fees, inspection fees, title searches, title insurance fees, credit life insurance premiums, hazard insurance premiums, commissions, attorney fees, points, etc.
30. Front and back copies of all payment receipts, checks, money orders, drafts, automatic debits and written evidence of payments made by the Borrower or others on this account.
31. All letters, statements and documents sent to the Borrower by your company.
32. All letters, statements and documents sent to the Borrower by agents, attorneys or representatives of your company.
33. All letters, statements and documents sent to the Borrower by previous servicers, sub-servicers or others in your account file or in your control or possession or in the control or possession of any affiliate, parent company, agent, sub-servicers, servicers, attorney or other representative of your company.
34. All letters, statements and documents contained in this account file or imaged by you, any servicers or sub-servicers of this mortgage from the inception of this account to present date.
35. All electronic transfers, assignments, sales of the note/asset, mortgage, deed of trust or other security instrument.
36. All copies of the Borrower's property inspection reports, appraisals, BPOs (Broker Price Opinions) and reports done on the property.

Page 4 of 15
Qualified Written Request

37. All invoices for each charge such as inspection fees, BPOs, appraisal fees, attorney fees, insurance, taxes, assessments or any expense, which has been charged to this mortgage account from the inception of this account to the present date.
38. All checks used to pay invoices for each charge such as inspection fees, BPOs, appraisal fees, attorney fees, insurance, taxes, assessments or any expense which has been charged to this mortgage account from the inception of this account to the present date.
39. All agreements, contracts and understandings with vendors that have been paid for any charge on this account from the inception of this account to the present date.
40. All account servicing records, payment payoffs, payoff calculations, ARM audits, interest rate adjustments, payment records, transaction histories, account histories, accounting records, ledgers, and documents that relate to the accounting of this account from the inception of this account until the date of this RESPA request.
41. All account servicing transaction records, ledgers, registers and similar items detailing how this account has been serviced from the inception of this account until the date of this RESPA request.

Further, in order to conduct the audit and review of this account, and to determine all proper amounts due, we need the following answers to questions concerning the servicing and accounting of this mortgage account from its inception to the present date. Accordingly, please provide to our office, in writing, the answers to the questions listed below.

ACCOUNT ACCOUNTING & SERVICING SYSTEMS

42. Please identify each account accounting and servicing system used by you and any sub-servicers or previous servicers from the inception of this account to the present date so that the experts can decipher the data provided. We demand a certified Transaction Chart (T Chart) showing the GAAP journal entries made at the inception.
43. For each account accounting and servicing system identified by you and any sub-servicers or previous servicers from the inception of this account to the present date, please provide the name and address of the company or party that designed and sold the system.
44. For each account accounting and servicing system used by you and any sub-servicers or previous servicers from the inception of this account to the present date, please provide the complete transaction code list for each system so that we, and others can adequately audit this account.

DEBITS & CREDITS

45. Pursuant to banking law 12 U.S.C. § 1813, please provide the deposit slip for the alleged Borrower's promissory note that was issued to you for processing through the Federal Reserve Bank in exchange of credit.
46. In a spreadsheet form or in letter form in a columnar format, please detail each and every credit on this account and the date such credit was posted to this account as well as the date any credit was received.

Page 5 of 15
Qualified Written Request

47. Please provide the order authorizing the withdrawal of funds from the Borrower's promissory note deposit account.
48. In a spreadsheet form or in letter form in a columnar format, please detail each and every debit on this account and the date debit was posted to this account as well as the date any debit was received.
49. For each debit or credit listed, please provide the definition for each corresponding transaction code you utilize.
50. For each transaction code, please provide us with the master transaction code list used by you or previous servicers.

MORTGAGE & ASSIGNMENTS

51. Has each sale, transfer or assignment of this mortgage, monetary instrument, deed of trust or any other instrument the Borrower executed to secure this debt been recorded in the parish/county property records in the parish/county and state in which the Borrower's land and chattel property is located from the inception of this account to the present date? Yes or No?
52. If not, why?
53. Is your company the servicers of this mortgage account or the holder in due course and beneficial owner of this mortgage, monetary instrument and/or deed of trust?
54. Have any sales, transfers or assignments of this mortgage, monetary instrument, deed of trust or any other instrument the Borrower executed to secure this debt been recorded in any electronic fashion such as MERS or other internal or external recording system from the inception of this account to the present date? Yes or No?
55. If yes, please detail the names of each seller, purchaser, assignor, assignee or any holder in due course to any right or obligation of any note, mortgage, deed or security instrument the Borrower executed securing the obligation on this account that was not recorded in the county records where the Borrower's property is located whether they be mortgage servicing rights or the beneficial interest in the principal and interest payments.

ATTORNEY FEES

56. For purposes of our questions below dealing with attorney fees, please consider the terms attorney fees and legal fees to be one in the same.
57. Have attorney fees ever been assessed to this account from the inception of this account to the present date?
58. If yes, please detail each separate assessment, charge and collection of attorney fees to this account from the inception of this account to the present date and the date of such assessment to this account?

Page 6 of 15
Qualified Written Request

59. Have attorney fees ever been charged to this account from the inception of this account to the present date?
60. If yes, please detail each separate charge of attorney fees to this account from the inception of this account to the present date and the date of such charge to this account?
61. Have attorney fees ever been collected from this account from the inception of this account to the present date?
62. If yes, please detail each separate collection of attorney fees from this account from the inception of this account to the present date and the date of such collection from this account?
63. Please provide the name and address of each attorney or law firm that has been paid any fees or expenses related to this account from the inception of this account to the present date?
64. Please identify the provision, paragraph, section or sentence of any note, mortgage, deed of trust or any agreement the Borrower signed which authorized the assessment, charge or collection of attorney fees.
65. Please detail and list each separate attorney fee assessed to this account and for which corresponding payment period or month such fee was assessed from the inception of this account to present date.
66. Please detail and list each separate attorney fee collected from this account and for which corresponding payment period or month such fee was collected from the inception of this account to present date.
67. Please detail and list any adjustments in attorney fees assessed and on what date such adjustment was made and the reasons for such adjustment.
68. Please detail and list any adjustments in attorney fees collected and on what date such adjustment(s) were made and the reasons for such adjustment(s).
69. Has interest been charged on any attorney fee assessed or charged to this account? Yes or No?
70. Is interest allowed to be assessed or charged on attorney fees charged or assessed to this account? Yes or No?
71. How much in total attorney fees have been assessed to this account from the inception of this account until present date?
72. How much in total attorney fees have been collected on this account from the inception of this account until present date?
73. How much in total attorney fees have been charged to this account from the inception of this account until present date?
74. Please send copies of all invoices and detailed billing statements from any law firm or attorney that has billed such fees that have been assessed or collected from this account.

SUSPENSE/UNAPPLIED ACCOUNTS

Page 7 of 15
Qualified Written Request

For purposes of this section, please treat the term suspense account and unapplied account as one in the same.

75. Have there been any suspense or unapplied account transactions on this account from the inception of this account until present date?
76. If yes, please explain the reason for each and every suspense transaction that occurred on this account? If no, please skip the questions in this section dealing with suspense and unapplied accounts.
77. In a spreadsheet or in letter form in a columnar format, please detail each and every suspense or unapplied transaction, both debits and credits that have occurred on this account from the inception of this account until present date.

LATE FEES

For purposes of our questions below dealing with late fees, please consider the terms late fees and late charges to be one in the same.

78. Have you reported the collection of late fees on this account as interest in any statement to the Borrower or to the IRS? Yes or No?
79. Has any previous servicers or sub-servicers of this mortgage reported the collection of late fees on this account as interest in any statement to the Borrower or to the IRS? Yes or No?
80. Do you consider the payment of late fees as liquidated damages to you for not receiving payment on time? Yes or No?
81. Are late fees considered interest? Yes or No?
82. Please detail what expenses and damages you incurred for any payment the Borrower made late.
83. Were any of these expenses or damages charged or assessed to this account in any other way? Yes or No?
84. If yes, please describe what expenses or charges were charged or assessed to this account.
85. Please describe what expenses you or others undertook due to any payment the Borrower made, which was late.
86. Please describe what damages you or others undertook due to any payment the Borrower made which was late.
87. Please identify the provision, paragraph, section or sentence of any note, mortgage, deed of trust or any agreement the Borrower signed which authorized the assessment or collection of late fees.
88. Please detail and list each separate late fee assessed to this account and for which corresponding payment period or month such late fee was assessed from the inception of this account to present date.

Page 8 of 15
Qualified Written Request

89. Please detail each separate late fee collected from this account and for which corresponding payment period or month such late fee was collected from the inception of this account to present date.
90. Please detail and list any adjustments in late fees assessed and on what date such adjustment was made and the reasons for such adjustment.
91. Has interest been charged on any late fee assessed or charged to this account? Yes or No?
92. Is interest allowed to be assessed or charged on late fees charged or assessed to this account? Yes or No?
93. Have any late charges been assessed to this account? Yes or No?
94. If yes, how much in total late charges have been assessed to this account from the inception of this account until present date?
95. Please provide the exact months or payment dates you or other previous servicers of this account claim the Borrower has been late with a payment from the inception of this account to the present date.
96. Have late charges been collected on this account from the inception of this account until present date? Yes or No?
97. If yes, how much in total late charges have been collected on this account from the inception of this account until present date?

LAND & CHATTEL PROPERTY INSPECTIONS

98. For purposes of this section property inspection and inspection fee refer to any inspection of property by any source and any related fee or expense charged, assessed or collected for such inspection.
99. Have any property inspections been conducted on the Borrower's land and chattel property from the inception of this account until the present date?
100. If your answer is no, you can skip the rest of these questions in this section concerning property inspections.
101. If yes, please state the date of each property inspection conducted on the Borrower's land and chattel property that is the secured interest for this mortgage, deed or note?
102. Please state the price charged for each property inspection.
103. Please state the date of each property inspection.
104. Please state the name and address of each company and person who conducted each property inspection on the Borrower's land and chattel property.
105. Please state why property inspections were conducted on the Borrower's property.

Page 9 of 15
Qualified Written Request

106. Please state how property inspections are beneficial to the Borrower.
107. Please state how property inspections are protective of the Borrower's land and chattel property.
108. Please explain your policy on property inspections.
109. Do you consider the payment of inspection fees as a cost of collection? Yes or No?
110. If yes, why?
111. Do you use property inspections to collect debts? Yes or No?
112. Have you used any portion of the property inspection process on the Borrower's land and chattel property to collect a debt or inform the Borrower of a debt, payment or obligation the Borrower owes?
113. If yes, please answer when and why?
114. Please identify the provision, paragraph, section or sentence of any note, mortgage, deed of trust or any agreement the Borrower signed that authorized the assessment or collection of property inspection fees?
115. Have you labeled in any record or document sent to the Borrower a property inspection as a miscellaneous advance? Yes or No?
116. If yes, why?
117. Have you labeled in any record or document sent to the Borrower a property inspection as a legal fee or attorney fee? Yes or No?
118. If yes, why?
119. Please detail and list each separate inspection fee assessed to this account and for which corresponding payment period or month such fee was assessed from the inception of this account to present date.
120. Please detail and list each separate inspection fee collected from this account and for which corresponding payment period or month such fee was collected from the inception of this account to present date.
121. Please detail and list any adjustments in inspection fees assessed and on what date such adjustment was made and the reasons for such adjustment.
122. Please detail and list any adjustments in inspection fees collected and on what date such adjustment was made and the reasons for such adjustment.
123. Has interest been charged on any inspection fees assessed or charged to this account? Yes or No?
124. If yes, when and how much was charged?

Page 10 of 15
Qualified Written Request

- 125. Is interest allowed to be assessed or charged on inspection fees or assessed to this account? Yes or No?
- 126. How much in total inspection fees have been assessed to this account from the inception of this account until present date?
- 127. How much in total inspection fees have been collected on this account from the inception of this account until present date?
- 128. Please provide copies of all property inspections made on the Borrower's property in this mortgage account file.
- 129. Has any fee charged or assessed for property inspections been placed into escrow account? Yes or no?

BPO FEES

- 130. Have any BPOs (Broker Price Opinions) been conducted on the Borrower's land and chattel property?
- 131. If yes, please state the date of each BPO conducted on the Borrower's land and chattel property that is the secured interest for this mortgage, deed or note?
- 132. Please state the price of each BPO.
- 133. Please state who conducted each BPO.
- 134. Please state why BPOs were conducted on the Borrower's land and chattel property.
- 135. Please state how BPOs are beneficial to the Borrower.
- 136. Please state how BPOs are protective of the Borrower's land and chattel property.
- 137. Please explain your policy on BPOs.
- 138. Have any BPO fees been assessed to this account? Yes or No?
- 139. If yes, how much in total BPO fees have been assessed to this account?
- 140. Have any BPO fees been charged to this account? Yes or No?
- 141. If yes, how much in total BPO fees have been charged to this account?
- 142. Please state specifically what clause, paragraph and sentence in the note, mortgage or deed of trust or any agreement the Borrower has executed that allows you to assess, charge or collect a BPO fee from the Borrower.
- 143. Please provide copies of all BPO reports that have been done on the Borrower's land and chattel property.

Page 11 of 15
Qualified Written Request

144. Has any fee charged or assessed for a BPO been placed into escrow? Yes or no?

FORCED-PLACED INSURANCE

145. Have you placed or ordered any forced-placed insurance policies on the Borrower's land and chattel property?
146. If yes, please state the date of each policy ordered or placed on the Borrower's property that is the secured interest for this mortgage, deed or note.
147. Please state the price of each policy.
148. Please state the agent for each policy.
149. Please state why each policy was placed on the Borrower's land and chattel property.
150. Please state how the policies are beneficial to the Borrower.
151. Please state how policies are protective of the Borrower's land and chattel property.
152. Please explain your policy on forced-placed insurance.
153. Have any forced-placed insurance fees been assessed to this mortgage or escrow account? Yes or No?
154. If yes, how much in total forced-placed policy fees have been assessed to this account?
155. Have any forced-placed insurance fees been charged to this mortgage or escrow account? Yes or No?
156. If yes, how much in total forced-placed insurance fees have been charged to this mortgage or escrow account?
157. Please state specifically what clause, paragraph and sentence in the note, mortgage or deed of trust or any agreement the Borrower has executed that allows you to assess, charge or collect forced-placed insurance fees from the Borrower.
158. Do you have any relationship with the agent or agency that placed any policies on the Borrower's land and chattel property? If yes, please describe.
159. Do you have any relationship with the carrier that issued any policies on the Borrower's land and chattel property? If yes, please describe.
160. Has the agency or carrier you used to place a forced-placed insurance policy on the Borrower's land and chattel property provided you any service, computer system, discount on policies, commissions, rebates or any form of consideration? If yes, please describe.

Page 12 of 15
Qualified Written Request

161. Do you maintain a blanket insurance policy to protect your properties when customer policies have expired? If yes, please provide copy of each such policy.
162. Please provide copies of all forced-placed insurance policies that have been ordered on the Borrower's land and chattel property.

SERVICING RELATED QUESTIONS

For each of the following questions listed below, please provide a detailed explanation in writing that answers each question. In addition, we need the following answers to questions concerning the servicing of this mortgage account from its inception to the present date. Accordingly, can you please provide, in writing, the answers to the questions listed below:

163. Did the originator or previous servicers of this account have any financing agreements or contracts with your company or an affiliate of your company?
164. Did the originator of this account or previous servicers of this account have a warehouse account agreement or contract with your company?
165. Did the originator of this account or previous servicers of this account receive any compensation, fee, commission, payment, rebate or other financial consideration from your company or any affiliate of your company for handling, processing, originating or administering this loan? If yes, please describe and itemize each and every form of compensation, fee, commission, payment, rebate or other financial consideration paid to the originator of this account by your company or any affiliate.
166. Please identify where the originals of this entire account file are currently located and how they are being stored, kept and protected?
167. Where is the original monetary instrument (promissory note) or mortgage the Borrower signed located? Please describe its physical location and anyone holding this note as a custodian or trustee if applicable.
168. Where is the original deed of trust or mortgage and note the Borrower signed located? Please describe its physical location and anyone holding this note as a custodian or trustee if applicable.
169. Since the inception of this loan, has there been any assignment of the Borrower's monetary instrument/asset to any other party? If the answer is yes, identify the names and addresses of each and every individual, party, bank, trust or entity that has received such assignment.
170. Since the inception of this loan, has there been any assignment of the deed of trust or mortgage and note to any other party? If the answer is yes, identify the names and addresses of each and every individual, party, bank, trust or entity that has received such assignment.
171. Since the inception of this loan, has there been any sale or assignment of servicing rights to this mortgage account to any other party? If the answer is yes, identify the names and addresses of each and every individual, party, bank, trust or entity that has received such assignment or sale.

Page 13 of 15
Qualified Written Request

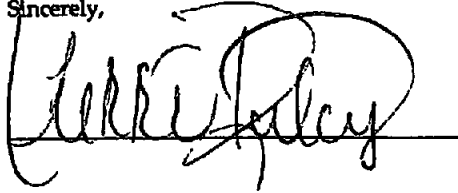
172. Since the inception of this loan, have any sub-servicers serviced any portion of this mortgage loan? If the answer is yes, identify the names and addresses of each and every individual, party, bank, trust or entity that have sub-serviced this mortgage loan.
173. Has this mortgage account been made a part of any mortgage pool since the inception of this loan? If yes, identify each and every account mortgage pool that this mortgage has been a part of from the inception of this account to the present date.
174. Has each and every assignment of the Borrower's asset/monetary instrument been recorded in the parish/county land records where the property associated with this mortgage account is located?
175. Has there been any electronic assignment of this mortgage with MERS (Mortgage Electronic Registration System) or any other computer mortgage registry service or computer program? If yes, identify the name and address of each and every individual, entity, party, bank, trust or organization or servicers that have been assigned the mortgage servicing rights to this account as well as the beneficial interest to the payments of principal and interest on this loan.
176. Have there been any investors (as defined in your industry) who have participated in any mortgage-backed security, collateral mortgage obligation or other mortgage security instrument that this mortgage account has ever been a part of from the inception of this mortgage to the present date? If yes, identify the name and address of each and every individual, entity, organization and/or trust involved.
177. Please identify the parties and their addresses to all sales contracts, servicing agreements, assignments, allonges, transfers, indemnification agreements, recourse agreements and any agreement related to this account from its inception to the current date written above.
178. Please provide copies of all sales contracts, servicing agreements, assignments, allonges, transfers, indemnification agreements, recourse agreements and any agreement related to this account from its inception to the current date written above.
179. How much was paid for this individual mortgage account by you?
180. If part of a mortgage pool, what was the principal balance used by you to determine payment for this individual mortgage loan.
181. If part of a mortgage pool, what was the percentage paid by you of the principal balance above used to determine purchase of this individual mortgage loan.
182. Who did you issue a check or payment to for this mortgage loan?
183. Please provide copies with the front and back of canceled check.
184. Did any investor approve the foreclosure of the Borrower's property?
185. Has HUD assigned or transferred foreclosure rights to you as required by 12 U.S.C. § 3754?

Page 14 of 15
Qualified Written Request

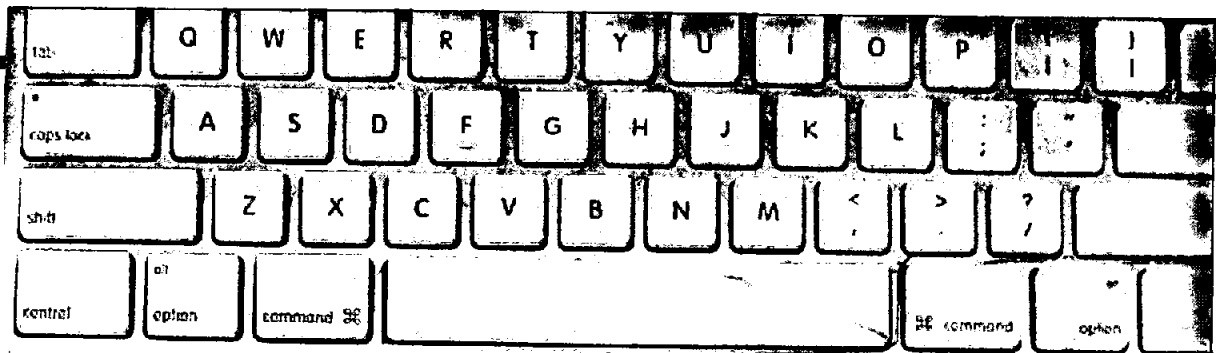
- 186. Please identify all persons who approved the foreclosure of the Borrower's property.
- 187. Have you been paid any insurance claim based on the Borrower's alleged default of the mortgage agreement?
- 188. If so, provide the amount of insurance payment collected by you.
- 189. If insurance has been paid, please provide document signed under the penalty of perjury showing where there is still alleged debt owed by the Borrower.

Under the Truth In Lending Act (TILA) 15 U.S.C. § 1601, et seq., the Fair Debt Collection Practices Act (FDCPA) and the Real Estate Settlement Procedures Act ("RESPA"), codified as Title 12 § 2605 (e)(1)(B) (e) and Reg. X § 3500.21(f)2 of the United States Code it is mandatory that you provide full disclosure of the alleged debt that is said to be owed before proceeding any further with your collection action from sixty (60) days of receipt of this CEASE AND DESIST FORECLOSURE SALE NOTICE. If you do not provide all answers and production of documents requested in this Notice, you will be in fault, admitting no lawful claim and a default will be in order.

Sincerely,

A handwritten signature in black ink, appearing to read "Derrick Riley", is written over a horizontal line.

Page 15 of 15
Qualified Written Request



SPS SELECT
Portfolio
SERVICING, Inc.

February 17, 2017

 **BRIAN VRILEY**
TERRILL VRILEY
RENO, NV

Account Number: 
Property Address: 
SUN VALLEY, NV

Dear Customer(s):

Select Portfolio Servicing, Inc. (SPS), the mortgage servicer on the above referenced account, has received correspondence from you or your authorized agent regarding this account. We thank you for this opportunity to assist you and have forwarded this correspondence to the appropriate department for handling.

Your assigned Relationship Manager, Carrie Knight, can be reached toll free at 800-635-8698 Ext. 36773 or by email at Relationship.Manager@SPServicing.com.

If you have any questions or concerns, please contact our Customer Service Department. Our toll-free number is 800-258-8602, and representatives are available Monday through Thursday between the hours of 8 a.m. and 11 p.m., Friday from 8 a.m. to 9 p.m., and Saturday from 9 a.m. to 2 p.m., Eastern Time.

You may also visit our website: www.spservicing.com.

Sincerely,

Select Portfolio Servicing, Inc.

Esta carta contiene información importante concerniente a sus derechos. Por favor, traduzca esta carta. Nuestros representantes bilingües están a su disposición para contestar cualquier pregunta. Llámenos al número 800-831-0118 y seleccione/marque la opción 2.

This information is intended for informational purposes only and is not considered an attempt to collect a debt.



00113115000083010100

PX14 - 37

ATTACHMENT E

From: Terri Riley
To: Yadoo, Jennifer
Subject: Fw: Followup
Date: Thursday, October 26, 2017 5:25:32 PM

cameron did all my docs

----- Forwarded Message -----

From: Cameron Case Rep <cjcaserep@defaultsupport.com>
To: [REDACTED]
Sent: Tuesday, March 28, 2017, 12:29:05 PM PDT
Subject: Followup

Hello Terri,

My boss tried to reach out to you to discuss the charge off on your account with SPS. Can you please give her a ring at your earliest convenience 801-386-5100 EXT 203.

I just want to see what she says to move forward.

—

Thanks,

Cameron James
Processor
Consumer Link

ATTACHMENT F

From: Terri Riley
To: Yadoo, Jennifer
Subject: Fw: refunding my money
Date: Thursday, October 26, 2017 6:13:07 PM

— Forwarded Message —

From: Terri Riley [REDACTED]
To: Cameron Case Rep <cjcaserep@defaultsupport.com>
Sent: Thursday, March 30, 2017, 6:49:38 PM PDT
Subject: refunding my money

Cameron ,
could you please give me the information to who I need to talk to about getting my money back your boss said she would take care of it on Wednesday but I have not received even an email from any department who refunds money, 1300 was a lot for me. Thank you for helping me with information about my house.
Sincerely
Terri Riley

ATTACHMENT G

TRANSMISSION VERIFICATION REPORT

TIME : 04/12/2017 12:42
NAME :
FAX :
TEL :
SER.# : 000M7N312642

DATE, TIME	04/12 12:39
FAX NO./NAME	18882246524
DURATION	00:02:08
PAGE(S)	07
RESULT	OK
MODE	STANDARD
	ECM

SPOKE ROD OR ROL ON 4/12
TOLD ME THEY WOULD RECEIVE
FAX AT THE NUMBER I SENT
888-224-5524

ATTENTION VERIZONA AUSTIN
CONSUMER DEFENSE AUDIT DEPARTMENT

888-980-7519 EXT 238
888-224-6524
888-334-7255



April 10, 2017

Terri Riley

Sun Valley NV

Re: Audit Request Form

Dear Sir or Madam:

You are receiving the attached "Audit Request Form" because you have contacted Consumer Defense, LLC to request the return of fees paid. In order to evaluate your request, we will need to perform an audit of your file with us and Consumer Link, Inc., your payment account history, and the written agreement between you and our office.

By filling out and returning the attached form, you confirm that you would like us to perform this audit and you also provide us with the information necessary to do so.

IMPORTANT NOTE IF THERE IS ONGOING WORK ON YOUR FILE:

If Consumer Defense, LLC and/or Consumer Link, Inc. is/are currently conducting ongoing work for you, all of these efforts will be immediately halted and your file put on hold upon receipt of this completed form. If you have concerns about the effect this could have on ongoing work, we encourage you to contact Consumer Defense, LLC and/or Consumer Link, Inc. before returning the completed form.

You agree that Consumer Defense, LLC and/or Consumer Link, Inc., including its/their owners, members, managers, representatives, agents, etc., will not be liable for any damages whatsoever related to the halting of all work on your file.

Please contact Consumer Defense, LLC if you have further questions.

Sincerely,
Consumer Defense, LLC



Consumer Defense

AUDIT REQUEST FORM

Please fill out the information below and submit the completed form by either mail or fax as indicated below. Once your form is received, your entire file will be reviewed after which you will be contacted with the results. We appreciate your business.

IMPORTANT NOTE IF THERE IS ONGOING WORK ON YOUR FILE:

If Consumer Defense, LLC and/or Consumer Link, Inc. is/are currently conducting ongoing work for you, all of these efforts will be immediately halted and your file put on hold upon receipt of this completed form. If you have concerns about the effect this could have on ongoing work, we encourage you to contact Consumer Defense, LLC and/or Consumer Link, Inc. before returning the completed form. You agree that Consumer Defense, LLC and/or Consumer Link, Inc., including its/their owners, members, managers, representatives, agents, etc., will not be liable for any damages whatsoever related to the halting of all work on your file.

Client Name:

Address:

Lender:

TERRI L. RILEY
 [REDACTED]
 DENO N.V. [REDACTED]
 SPS servicing

Total Amount Paid to Consumer Defense, LLC: \$ 1300.00

Please note that if the payment(s) was drafted directly from your checking account, you must attach a copy of the bank statement(s) verifying that the deduction(s) of those funds from your account.

Reason for your request: SPOKE WITH OFFICE MANAGER 2 WEEKS
AGO BOBY SHE TOLD ME THEY ARE UNABLE TO HELP
ME GET A MODIFICATION, DUE TO MY ACCOUNT WITH
SPS BEING A CHARGE OFF. NO DOCUMENTS WERE EVER
SENT TO SPS BY CONSUMER DEFENSE. I SENT OVER 78 PAGES
SPS ACCUSED CONSUMER DEFENSE AS BEING FRAUDULENT,
COMPLETE AND RETURN VIA MAIL OR FAX: AND SAID THEY HAVE NOT REVIEWED
ONE PAPER FROM THEM AND DID
NOT WORK WITH THEM. BOBY
ASSURED ME THAT WAS NOT TRUE
BUT NO ONE AT C DEFENSE RETURNED
MY CALLS ABOUT REFUNDING MY MONEY.

Mail: Consumer Defense, LLC

500 North Rainbow Blvd, Suite 500

Las Vegas, NV 89107

4/10/2017

All Terri Riley, search your mailbox

 Home Terri

Compose

 Archive Move Delete Spam More

Billing Representati...
 aparkinson@americanh...
 Search emails

URGENT - Billing Update ★

Billing Representative <aparkinson@americanhomeloans.com> ★
 To: [REDACTED]

Terri Riley
 [REDACTED]
 Sun Valley NV

Hello Terri Riley,

Effective today, 03/13/2017, we will only be able to process your payment to us via electronic check, meaning that we will need your routing and account numbers rather than credit or debit card information.

Please contact our billing department either via phone at 801-938-8066 or via email at aparkinson@americanhomeloans.com to provide this information.

Your urgent attention to this matter is appreciated.

If you have any questions please reach out to our billing department using the information above, or respond to this email.

Thank you for being a valued customer!

If you would like to unsubscribe and stop receiving these emails click [here](#).

Reply Reply to All Forward More



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StantonDaily
 What Barbara Eden Hid From
 Fans Is Unforgivable



4/10/2017

Q All Terri Riley, search your mailbox

Home Terri

Compose

Add Email Outlook AOL and more

Inbox (48)

Archive Move Delete Spam Mx

Payment Confirmation

Alli Parkinson <sparkinson@consumerdefense.com> Feb 9 at 9:49 AM
To [REDACTED]

=====

Consumer Defense Payment Receipt

=====

We have successfully processed your payment.

As per your agreement with Consumer Defense, we are confirming that we have charged your card through our American Home Loans Merchant account. Transaction details are as follows:

Date: 02/09/2017
Property Address: [REDACTED] Sun Valley, NV [REDACTED]
Transaction ID: [REDACTED]
Amount: \$650.00
Account: Visa ending [REDACTED]

If any of the above information is incorrect, please contact us at 801-938-8066 or by responding to this email.

--Thanks

Alli Parkinson
Billing
Consumer Defense & AHL
801-938-8066
Hours of operation Monday-Friday 8:00-4:00 (MST)



Consumer Defense

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Reply Reply to All Forward More

Alli Parkinson

sparkinson@consumerd...

Search emails

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30 Year Fixed	4.125%
15 Year Fixed	3.625%
5/1 ARM	3.750%
30 Year ARM	4.125%

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Looper
Why Legenda From 'Vikings'
Looks So Familiar

PX14 - 48

From: Terri Riley
To: Yadoo, Jennifer
Subject: Fw: Re: refund
Date: Thursday, October 26, 2017 6:17:57 PM

----- Forwarded Message -----

From: Terri Riley [REDACTED]
To: Audit Department <auditdepartment@consumerdefense.com>
Sent: Thursday, May 11, 2017, 12:20:00 PM PDT
Subject: Re: refund

Please could you let me know if I need to resend paperwork or if you found it .

Sent from my iPhone

On May 8, 2017, at 1:17 PM, Audit Department <auditdepartment@consumerdefense.com> wrote:

Terry,

The previous email has paperwork that needs to be signed and returned in order to process your request.

Please fill the attached documents out and return them to us so we can process your request accordingly.

On Sat, Apr 29, 2017 at 9:33 AM, Terri Riley [REDACTED] wrote:

I have sent a couple emails and no one has got back to me can you please let me know what's going on. I was never late with any payment and no one ever received any paperwork on my behalf so I paid 1300 and would like most of my money back can you give me an idea of when that might be and paperwork showing what I was charged for and why.

sincerely
Terri Riley

On Monday, April 10, 2017 10:42 AM, Audit Department <auditdepartment@consumerdefense.com> wrote:

Terri,

Attached you will find the necessary forms. Please let us know if you have questions.

On Fri, Mar 31, 2017 at 6:25 PM, Terri Riley <[REDACTED]> wrote:

I spoke with Boby about getting a refund of some of my money I paid 1300 and your company was unable to help me get a modification, so they did get me good information thank you for all the help you did do but no papers were sent to my lender and I would like a breakdown of what was done and how much it was for what service you did do on my behalf . Thank you again

Terri Riley

—

Regards,

**Consumer Defense Audit Department
888-980-7519 Ext 238**

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—

Regards,

**Consumer Defense Audit Department
888-980-7519 Ext 238**

Confidentiality Notice: This message, including any attachment(s), may contain confidential information protected by law. The information contained herein is for the sole use of the intended recipient(s). If you have received this message in error, please contact the sender at the e-mail address listed above and destroy all copies of the original message, including any attachments. Thank you.

From: Terri Riley
To: Yadoo, Jennifer
Subject: Fw: refund
Date: Thursday, October 26, 2017 6:15:04 PM

— Forwarded Message —

From: Terri Riley [REDACTED]
To: Audit Department <auditdepartment@consumerdefense.com>
Sent: Thursday, April 13, 2017, 3:37:25 PM PDT
Subject: refund

Dear audit department,

I was wondering if you can send me a detailed allocation of what I was charged for and why. If no paperwork was sent to my lender, I was very upset that your company was unable to help me with a modification but I wanted to thank Cameron and Bobby for all their help finding out important details with my lender.

Sincerely
Terri Riley

TERRI L RILEY | Account

February 1, 2017 to February 28, 2017

Deposits and other additions - continued

Date	Description	Amount
------	-------------	--------

[REDACTED]		[REDACTED]
Total deposits and other additions		[REDACTED]

Withdrawals and other subtractions

ATM and debit card subtractions

Date	Description	Amount
------	-------------	--------

[REDACTED]		
------------	--	--

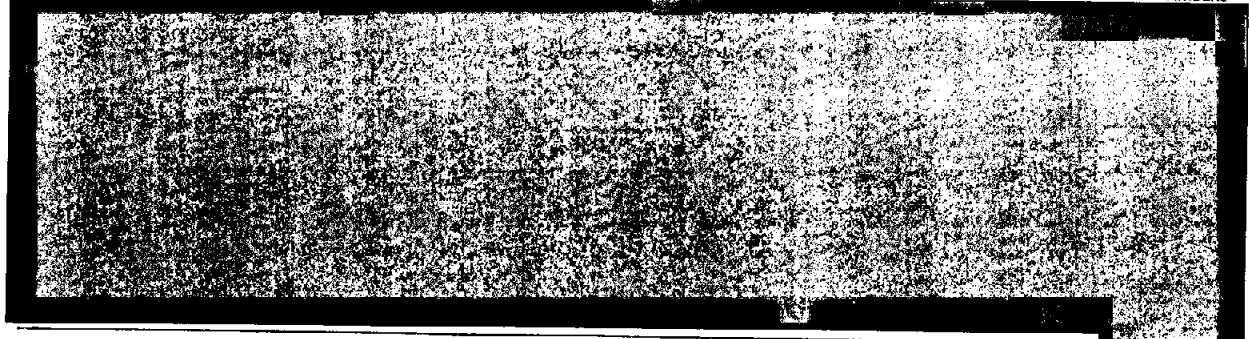

02/13/17	CHECKCARD 0210 AMERICAN HOME LOANS 8019135504 UT 24055237041083306134916	-650.00
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[REDACTED]		
------------	--	--

PX14 - 52

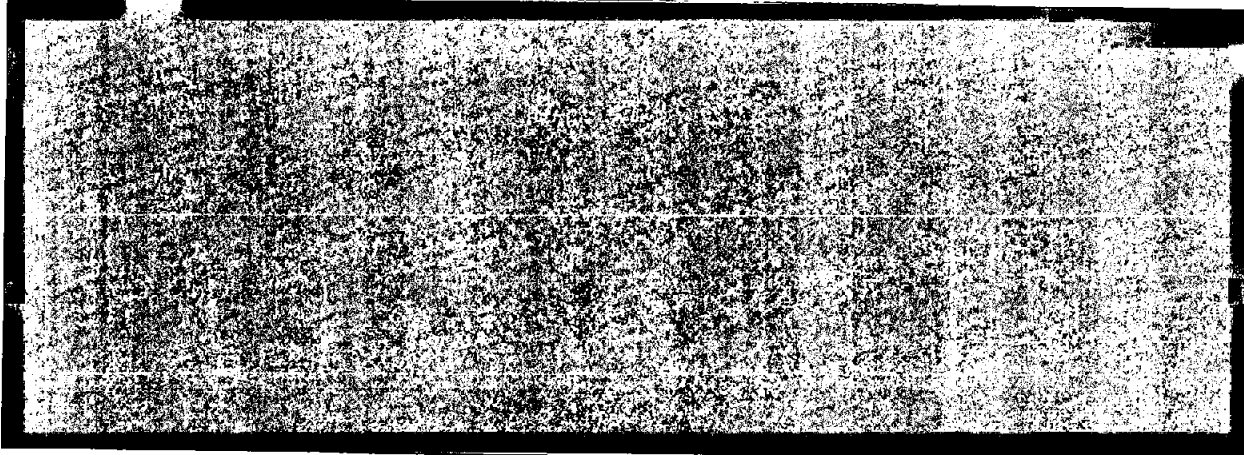
TERRI L RILEY | Account  March 1, 2017 to March 31, 2017

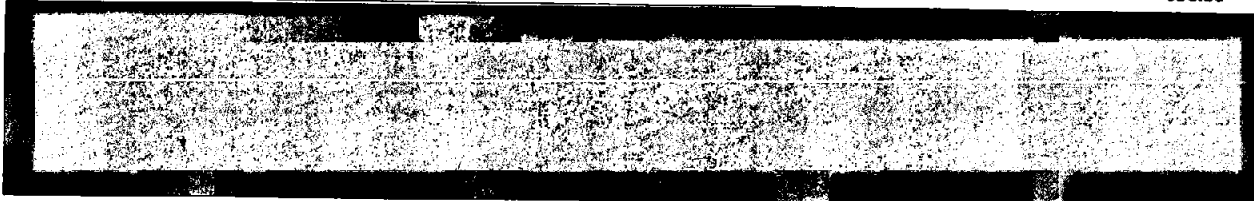
Deposits and other additions - continued

Date	Description	Amount
		
Total deposits and other additions		

Withdrawals and other subtractions

ATM and debit card subtractions

Date	Description	Amount
		
03/13/17	CHECKCARD 0309 AMERICAN HOME LOANS 888-980-9484 UT 24540937069980000151929	-650.00

		
--	--	--

ATTACHMENT H



May 30, 2017

Terri Riley

Sun Valley NV

Re: Refund and Release Agreement

Dear Terri:

Thank you for selecting Consumer Defense, LLC to assist you with protecting your homeowner rights pursuant to certain federal statutes and programs. We have appreciated you as a customer. Although we believe that we competently performed our contractual duties, due to various issues beyond our control we were unable to obtain a satisfactory resolution for you.

Accordingly, this Refund and Release Agreement (the "Agreement") is entered into between the business Consumer Defense, LLC ("Consumer Defense"), and such other identified entities below, and the following borrower and co-borrower (if any):

	Borrower	Co-Borrower
Name	Terri L. Riley	
Address	[Redacted]	
City, State, Zip	ROUND NIV.	
Phone	[Redacted]	

Refund Amount: \$200.00 Two Hundred Dollars (the "Refund") (Payable to "Borrower")

IN EXCHANGE FOR ISSUING THE ABOVE REFUND for certain amounts paid by the above-named borrower and co-borrower(s) (collectively referred to as "Borrower") to Consumer Defense, Borrower and Consumer Defense (including such other intended entities identified in Section 1 below) hereby AGREE as follows:

1. **Agreement to Release and Hold Harmless.** In exchange for issuing the Refund within 30 days from the date first indicated above, payable to the Borrower, and to the fullest extent permitted by law, Borrower hereby forever discharges and AGREES to hold harmless Consumer Defense and Consumer Link, Inc., including all of their owners, managers, shareholders, directors, partners, attorneys, officers, employees, assignees, contractors, and successor entities (collectively, the "Releasee") from any and all claims, obligations, causes of action, suits, or liability whatsoever arising out of or related to the services provided by Releasee and in any manner related



I (We), the borrower(s) (the "Borrower"), affirm that I (we) have received, read, and understand the foregoing agreement, and AGREE to the terms thereof.

Borrower:

Date: 10/5/2017

Sign here ►

Client Name:

Mark D. Riley
Mark D. Riley

Co-Borrower:

Date: _____

Sign here ►

Client Name:

EXHIBIT 15

DECLARATION OF TIMOTHY GOSS

**DECLARATION OF TIMOTHY GOSS
PURSUANT TO 28 U.S.C. § 1746**

I, Timothy Goss, make the following statement:

1. I am a U.S. citizen over the age of 18 residing in Killeen, Texas. I have personal knowledge of the facts stated below.
2. In or around September 2016, I was going through a divorce and I had started to fall behind on my mortgage payments. I was concerned that if I missed more payments, my house would enter into foreclosure.
3. I searched online for a mortgage modification service to make my monthly payments more affordable. I found a company called Consumer Defense listed in the online Whitepages.
4. I called Consumer Defense and spoke to a representative. I explained I was behind on my mortgage and was worried that I might enter into foreclosure. The representative said that while I was working with Consumer Defense, I would be protected from foreclosure by federal law. Furthermore, the representative said while I was paying Consumer Defense for its services, I would not have to pay my mortgage provider, Ocwen Loan Servicing. Lastly, the representative stated that Consumer Defense's modification would lower my monthly payments and reduce my interest rate.
5. Because of my divorce, I was also concerned that working with Consumer Defense or submitting a modification would lower my credit. The representative assured me that I would not lower my credit by working with Consumer Defense. The representative also told me that Consumer Defense had a lot of experience working with veterans and active members of the U.S. Military. As a veteran, this drew me to

work with Consumer Defense. After talking with the representative, I believed a modification was guaranteed.

6. That same day, I signed up with Consumer Defense. I submitted paperwork by email which included pay stubs, a form called a Dodd-Frank Certification, and a list of my monthly expenses. I was required to pay around \$700 per month for 6 months while Consumer Defense worked on my modification. The case worker assigned to my case was Ana Amaya. A true and correct redacted copy of an email from Ana Amaya is attached to this declaration as **Attachment A**.
7. I submitted the required paperwork to Consumer Defense. True and correct redacted copies of my Borrowers Authorization Form, 4506-T, financial worksheet, and Dodd-Frank Certification are attached to this declaration as **Attachment B**.
8. Consumer Defense also advised me to submit a cease and desist letter to Ocwen while Consumer Defense worked out a modification. True and correct copies of the second and third pages of this cease and desist letter (I cannot find the first page) are attached to this declaration as **Attachment C**.
9. Because I submitted all of the required documentation to Consumer Defense, I expected that it would start working on my case immediately. However, a few weeks went by, and I didn't hear anything. I called Consumer Defense and spoke to a representative who asked me to submit more paperwork. On or around October 5, 2016, I received an email from Ana Amaya in which she also asked for more documents. A true and correct redacted copy of this email is attached to this declaration as **Attachment D**. I had already provided this paperwork to Consumer Defense but re-submitted it anyway. During this time, I also kept getting bounced back and forth between different representatives.

10. This pattern went on for about two months. Consumer Defense never called me to give me updates so I called Consumer Defense myself. However, whenever I called, representatives just kept asking for the same documents which I had already provided.
11. In or around November 2016, I realized Consumer Defense was not going to obtain a modification for me. At that point, all it had done was collect paperwork from me without providing any information as to the status of my modification.
12. I spoke with Ocwen and a representative told me that Ocwen had never received any documentation from Consumer Defense. At that point, I decided to pursue a modification on my own.
13. I contacted Consumer Defense. I spoke to a representative and explained that I was going to obtain a modification on my own and no longer wanted to work with them. The representative did not argue with me. I also asked for my money back since I did not receive any services. The representative promised to look into it and pointed me to the audit department. At this point, I had paid around \$2,340. About two weeks went by, and I did not hear from the audit department so I emailed Ana Amaya. In this email, she told me that she would forward my information to management to the audit department. A true and correct redacted copy of this exchange is attached to this declaration as **Attachment D**.
14. On or around December 15, 2016, I submitted an audit request form to Consumer Defense. A true and correct copy redacted of my audit request form is attached to this declaration as **Attachment E**.
15. Consumer Defense's audit department informed me that it would provide me a refund of \$400. This was unacceptable to me since I had received absolutely no


services. I rejected the \$400 offer.

16. I kept calling and emailing Consumer Defense because I did not want to give up on receiving a full refund. During one of these phone calls, Consumer Defense cited the fact that I had received a modification as one of its reasons for denying a full refund. In an email, Consumer Defense said, "...the file was worked on diligently until you requested to close it on November 17, 2016." However, I only got a modification once I stopped working with Consumer Defense and started working with my bank on my own. In another email, Consumer Defense wrote, "And you may have read a few unfortunate reviews but they do not even compare to the thousands of homeowners we have helped." True and correct redacted copies of these emails are attached to this declaration as **Attachment F**.
17. When I realized I would not get a full refund, I decided to accept Consumer Defense's offer of \$400. Although Consumer Defense answered a few of my emails, it stopped answering my phone calls. At this point, I contacted the Better Business Bureau ("BBB") and filed a complaint with the Utah BBB. For about two months, the BBB communicated with Consumer Defense on my behalf. However, the BBB ultimately closed my file because Consumer Defense stopped responding to the BBB. A true and correct redacted copy of an email from the BBB is attached to this declaration as **Attachment G**.
18. I realized I was not going to get a full refund and decided to accept the \$400 because it was better than nothing. Consumer Defense would only provide me with a refund if I agreed to sign a borrower's form, which stated that I borrowed money from Consumer Defense. This was not true and I refused to sign this document.
19. Throughout the summer of 2017, I kept emailing Consumer Defense about receiving

a \$400 refund. However, Consumer Defense stopped responding because I refused to sign the borrower's form. The last time I attempted contacting Consumer Defense was in an email in or around July 2017. True and correct redacted copies of these emails are attached to this declaration as **Attachment F**. Although my home was not foreclosed upon, I wasted a lot of time and money by signing up with a company that clearly provides no services for homeowners.

I declare under penalty of perjury that the foregoing is true and correct.

Executed this 10 day of NOV, 2017.


Timothy Goss

ATTACHMENT A

From: [timothy.goss](#)
To: [Yadoo, Jennifer](#)
Subject: Fw: Fwd: Re: Welcome
Date: Tuesday, October 24, 2017 10:32:26 PM

Sent from Yahoo Mail on Android

----- Forwarded Message -----

From: [REDACTED]
To: [REDACTED]
Sent: Tue, Sep 20, 2016 at 10:37 AM
Subject: Fwd: Re: Welcome

----- Forwarded message -----

From: [REDACTED]
Date: Sep 19, 2016 2:45 PM
Subject: Re: Welcome
To: Ana Amaya <aamaya@consumerdefense.com>
Cc:

> Ma'am my biggest concern is why I'm paying you guys I can't pay my mortgage and I would like to change my pay date to the first.

>

>

> On Sep 19, 2016 2:03 PM, Ana Amaya <aamaya@consumerdefense.com> wrote:

>>

>> Hello Timothy,

>>

>> I will be handling your file with processing until we move you to negotiations. I have attached the documents for you to send back as well as documents which you will need to provide.

>>

>> Attached documents in email

>>

>> - Cease and Desist page - Please sign and date and return to me as soon as possible

>> - Borrower's Authorization

>> - RMA

>> - Dodd Frank

>> - Financial Worksheets

>> - 4506t - Please sign and date the 4506t please fill out to the best of your ability

>> - Income Documentation Workflow - this is to help you determine what documents need to be provided as proof of your income

>>

>> Other documents needed

>> - Hardship letter explaining the reason why you fell behind

>> - HOA statement or letter stating you do not have any HOA fees

>> - 2 most recent utility bills - gas or electric only
>> - Income Verification -
>> - 2015 & 2014 taxes & W2s – all pages and schedules are needed
>> - 2 most recent bank statements – all pages, even if they are blank
>> - Mortgage Statement
>> - Declaration page of homeowners insurance - if not escrowed
>> - Property tax statement-if not escrowed
>>
>> Please return all the attached forms within 48 hours if possible, so I am able to get started on your modification.
>>
>> Other documents may be asked for as needed. It is imperative that we receive these documents in a timely manner in order to facilitate your modification. If process takes longer than 30 days-Updated income verification, bank statements and utility bill needs to be submitted monthly.
>>
>>
>>
>>
>>
>> –
>> – Ana Amaya
>> Processor/Negotiator
>>
>> Consumer Link
>> 200 S. Virginia
>> 8th Floor
>> Reno, NV 89501
>> 801-386-5100 EXT 217
>> 888.224.6524 FAX
>> Hours of operation Monday-Friday 8:00AM-4:00PM (MST)
>>
>>
>

ATTACHMENT B



Consumer Link, Inc.
200 S. Virginia, 8th Floor
Reno, NV 89501
Phone: (888) 980-7317
Fax: (888) 224-6524

Borrower(s) Authorization

Date: 9-21-16

Account Number: [REDACTED]

To: OWEN (Name of First Lender)

1661 Northington Rd (Address)
Ste 100
West Palm Beach FL 33409 (City, State, Zip)

The undersigned borrower(s) do hereby appoint Consumer Link, Inc., acting by and through its employees, staff and agents, as the authorized agents of the undersigned and to negotiate and act on behalf of the undersigned with respect to avoiding foreclosure of the following real property:

[REDACTED] (Address of Property)
Killeen TX (City, State, Zip)

As necessary to carry out the above, Consumer Link, Inc., acting by and through its employees, staff and agents, are expressly authorized, on behalf of the undersigned, to:

1. Communicate with my creditors, home lender, and financial institutions to obtain any and all information regarding my accounts or debts that I may owe, including for example the account balances, payment history, verification of the account and any other information necessary to allow Consumer Link, Inc. to evaluate and formulate settlement, modification relief services, or payment offers on my behalf.
2. Make good faith settlement or payment offers on my behalf. This authorization shall expire six (6) months from the date above unless rescinded in writing prior to that date.

Borrower:

Timothy E Goss Sr
Signature

Timothy E Goss Sr
Printed Name

[REDACTED]
Social Security Number

[REDACTED]
Date of Birth

Co-Borrower:

Signature

Printed Name

Social Security Number

Date of Birth

Authorized REPRESENTATIVES of Consumer Link, Inc. that can be reached at (888) 980-7317: • Jonathan Hanley • Sandra Hanley • Bobbi Collins • Shannon Martinez • Rebecca Peace • Mia Apcho • Brianne Whitmire • Ali Parkinson • Ana Amaya • Cameron James • Vince Salas

Form **4506-T**(Rev. September 2015)
Department of the Treasury
Internal Revenue Service**Request for Transcript of Tax Return**

▶ Do not sign this form unless all applicable lines have been completed.

▶ Request may be rejected if the form is incomplete or illegible.

▶ For more information about Form 4506-T, visit www.irs.gov/form4506t.

OMB No. 1545-1872

Tip. Use Form 4506-T to order a transcript or other return information free of charge. See the product list below. You can quickly request transcripts by using our automated self-help service tools. Please visit us at IRS.gov and click on "Get a Tax Transcript..." under "Tools" or call 1-800-808-9946. If you need a copy of your return, use Form 4506, Request for Copy of Tax Return. There is a fee to get a copy of your return.

1a Name shown on tax return. If a joint return, enter the name shown first. <u>Timothy E Goss Sr</u>	1b First social security number on tax return, individual taxpayer identification number, or employer identification number (see instructions) [REDACTED]
2a If a joint return, enter spouse's name shown on tax return. [REDACTED]	2b Second social security number or individual taxpayer identification number if joint tax return [REDACTED]
3 Current name, address (including apt., room, or suite no.), city, state, and ZIP code (see instructions) <u>Killeen TX</u>	
4 Previous address shown on the last return filed if different from line 3 (see instructions) [REDACTED]	
5 If the transcript or tax information is to be mailed to a third party (such as a mortgage company), enter the third party's name, address, and telephone number. [REDACTED]	

Caution: If the tax transcript is being mailed to a third party, ensure that you have filled in lines 6 through 9 before signing. Sign and date the form once you have filled in these lines. Completing these steps helps to protect your privacy. Once the IRS discloses your tax transcript to the third party listed on line 5, the IRS has no control over what the third party does with the information. If you would like to limit the third party's authority to disclose your transcript information, you can specify this limitation in your written agreement with the third party.

6 **Transcript requested.** Enter the tax form number here (1040, 1065, 1120, etc.) and check the appropriate box below. Enter only one tax form number per request. ▶

a **Return Transcript**, which includes most of the line items of a tax return as filed with the IRS. A tax return transcript does not reflect changes made to the account after the return is processed. Transcripts are only available for the following returns: Form 1040 series, Form 1065, Form 1120, Form 1120-A, Form 1120-H, Form 1120-L, and Form 1120S. Return transcripts are available for the current year and returns processed during the prior 3 processing years. Most requests will be processed within 10 business days ☐

b **Account Transcript**, which contains information on the financial status of the account, such as payments made on the account, penalty assessments, and adjustments made by you or the IRS after the return was filed. Return information is limited to items such as tax liability and estimated tax payments. Account transcripts are available for most returns. Most requests will be processed within 10 business days ☐

c **Record of Account**, which provides the most detailed information as it is a combination of the Return Transcript and the Account Transcript. Available for current year and 3 prior tax years. Most requests will be processed within 10 business days ☐

7 **Verification of Nonfiling**, which is proof from the IRS that you did not file a return for the year. Current year requests are only available after June 15th. There are no availability restrictions on prior year requests. Most requests will be processed within 10 business days ☐

8 **Form W-2, Form 1099 series, Form 1098 series, or Form 5498 series transcript.** The IRS can provide a transcript that includes data from these information returns. State or local information is not included with the Form W-2 information. The IRS may be able to provide this transcript information for up to 10 years. Information for the current year is generally not available until the year after it is filed with the IRS. For example, W-2 information for 2011, filed in 2012, will likely not be available from the IRS until 2013. If you need W-2 information for retirement purposes, you should contact the Social Security Administration at 1-800-772-1213. Most requests will be processed within 10 business days ☐

Caution: If you need a copy of Form W-2 or Form 1099, you should first contact the payer. To get a copy of the Form W-2 or Form 1099 filed with your return, you must use Form 4506 and request a copy of your return, which includes all attachments.

9 **Year or period requested.** Enter the ending date of the year or period, using the mm/dd/yyyy format. If you are requesting more than four years or periods, you must attach another Form 4506-T. For requests relating to quarterly tax returns, such as Form 941, you must enter each quarter or tax period separately.

1	2	3	4	5	6	7	8	9	0	1	2	3	4	5	6	7	8	9

Caution: Do not sign this form unless all applicable lines have been completed.

Signature of taxpayer(s). I declare that I am either the taxpayer whose name is shown on line 1a or 2a, or a person authorized to obtain the tax information requested. If the request applies to a joint return, at least one spouse must sign. If signed by a corporate officer, 1 percent or more shareholder, partner, managing member, guardian, tax matters partner, executor, receiver, administrator, trustee, or party other than the taxpayer, I certify that I have the authority to execute Form 4506-T on behalf of the taxpayer. **Note:** For transcripts being sent to a third party, this form must be received within 120 days of the signature date.

☒ **Signatory attests that he/she has read the attestation clause and upon so reading declares that he/she has the authority to sign the Form 4506-T. See instructions.**

Phone number of taxpayer on line 1a or 2a
[REDACTED]

Signature (see instructions) Timothy E Goss Sr Date 1-9-21-16

Sign Here ▶ Title (if line 1a above is a corporation, partnership, estate, or trust)
[REDACTED]

Spouse's signature _____ Date _____



Consumer Defense

Financial Worksheet

Borrower Information:

Name: Timothy E Boss Sr
 Address: [REDACTED]
 City: Killeen
 State: TX Zip: [REDACTED]
 Phone (Home): [REDACTED]
 Phone (Work): [REDACTED]
 E-mail: [REDACTED]

No. of Dependents: 4 No. Residing in Home: 0

Property Address (if different than above):

Address: [REDACTED]
 City: Killeen TX
 State: TX Zip: [REDACTED]

First Mortgage Information:

Lender: Quicken
 Loan/Account No.: [REDACTED]
 Type of Loan: FHA ☐, Conventional ☒
 Balance Due: \$ 105,988.1
 Original Rate: 5 % Recast Rate: 7.25 %
 Current Mo. Pmt: \$ 900 Escrow: 3,034.68
 Date Loan Originated: 9-15-2004

Have you previously been placed in a workout/modification with any lender? _____

Have you defaulted on a bankruptcy/workout agreement? NO Months delinquent on home loan(s)? 4

Other Real Property (if any):

Rental Property: Name of Lender: _____ Loan Balance: \$ _____ Monthly Payment: \$ _____

Other Property: Name of Lender: _____ Loan Balance: \$ _____ Monthly Payment: \$ _____

Co-Borrower Information (if applicable):

Name: _____
 Address: _____
 City: _____
 State: _____ Zip: _____
 Phone (Home): _____
 Phone (Work): _____
 E-mail: _____

Married ☐
 Single ☐
 Divorced ☐
 Separated ☐
 Widowed ☐

Second Mortgage Information:

Lender: _____
 Loan/Account No.: _____
 Type of Loan: FHA ☐, Conventional ☐
 Balance Due: \$ _____
 Original Rate: _____ % Recast Rate: _____ %
 Current Mo. Pmt: \$ _____ Escrow: _____
 Date Loan Originated: _____

Monthly Expenses

Description	Monthly Expense	Balance Due (if any)
First Mortgage: <input checked="" type="checkbox"/> (check if amount includes taxes and ins.)	\$	\$
Property Tax:	\$	\$
Property Insurance: (if applicable)	\$	\$
Second Mortgage: (if applicable)	\$	\$
HOA Dues: (if applicable)	\$	\$
Housing Expenses SUBTOTAL (add above amounts)	\$	\$
Vehicle Payments/Leases:	\$	\$
Vehicle Insurance:	\$	\$
First Credit Card (Minimum Payment Due)	\$	\$
Second Credit Card (Minimum Payment Due)	\$	\$
Other Credit Cards (Minimum Payment Due)	\$	\$
Other Loans: _____	\$	\$
Food:	\$	\$
Gas:	\$	\$
Electric:	\$	\$
Water:	\$	\$
Cable:	\$	\$
Cell Phone:	\$	\$
Land Phone:	\$	\$
Internet:	\$	\$
Health Insurance:	\$	\$
Dental Insurance:	\$	\$
Life Insurance:	\$	\$
Other Expenses:	\$	\$
TOTAL EXPENSES (add above amounts to SUBTOTAL)	\$	\$

Are you paying your credit cards? ☐ Yes ☐ Yes, but minimum payment ☐ No

Monthly Net Income

Description	Borrower	Co-Borrower	Total
Total Gross Salary (include overtime, comm., bonuses)	\$ [REDACTED]	\$ _____	\$ _____
Net Salary (take home)	\$ [REDACTED]	\$ _____	\$ _____
Rental Income	\$ [REDACTED]	\$ _____	\$ _____
Other Income (specify) [REDACTED]	\$ [REDACTED]	\$ _____	\$ _____

I (We), the borrower and co-borrower (if any) declare that that all of the information in this Financial Worksheet is true and correct.

Borrower:

Date: 9-21-16

Sign here ▷

Timothy E. Goss Sr

Print Name:

Timothy E. Goss Sr

Co-Borrower:

Date: _____

Sign here ▷

Print Name:

HELP FOR AMERICA'S HOMEOWNERS.



Dodd-Frank Certification

The following information is requested by the federal government in accordance with the Dodd-Frank Wall Street Reform and Consumer Protection Act (Pub. L. 111-203). **You are required to furnish this information.** The law provides that no person shall be eligible to receive assistance from the Making Home Affordable Program, authorized under the Emergency Economic Stabilization Act of 2008 (12 U.S.C. 5201 *et seq.*), or any other mortgage assistance program authorized or funded by that Act, if such person, in connection with a mortgage or real estate transaction, has been convicted, within the last 10 years, of any one of the following: (A) felony larceny, theft, fraud or forgery, (B) money laundering or (C) tax evasion.

Borrower

- ☒ I have not been convicted within the last 10 years of any one of the following in connection with a mortgage or real estate transaction:
- (a) felony larceny, theft, fraud or forgery,
 - (b) money laundering or
 - (c) tax evasion

Co-Borrower

- ☐ I have not been convicted within the last 10 years of any one of the following in connection with a mortgage or real estate transaction:
- (a) felony larceny, theft, fraud or forgery,
 - (b) money laundering or
 - (c) tax evasion

In making this certification, I/we certify under penalty of perjury that all of the information in this document is truthful and that I/we understand that the Servicer, the U.S. Department of the Treasury, or their agents may investigate the accuracy of my statements by performing routine background checks, including automated searches of federal, state and county databases, to confirm that I/we have not been convicted of such crimes. I/we also understand that knowingly submitting false information may violate Federal law.

Timothy E. Green, Jr.
Borrower Signature

9-21-16
Date

Co-Borrower Signature

Date

ATTACHMENT C

Second, please be advised that I can no longer afford the payments on the above referenced loan, and thus, this account may have become delinquent. I have experienced an economic hardship that has made the continued and ongoing payments on the above referenced account impracticable. Accordingly, I will likely be requesting a loan modification through Consumer Link, a nonprofit corporation, who will be in continual contact with your organization. I am including various financial worksheets, verification of income, banking records and a hardship letter for your review.

To complicate matters, I purchased the home at the peak of the real estate bubble. Nonetheless, any money that I thought may exist in the home, such as the down payment, is gone. As you are probably aware, due to a substantial downturn in the property values, the above referenced loan, in combination with any additional debt related to the home, is for a principal amount that is significantly more than the current property value. These economic hardships in combination with high interest rates and an inflated principal amount make my ability to pay the above referenced mortgage extremely difficult.

The combination of these circumstances led to my retention of Consumer Link, a mortgage assistance relief service, to assist me in seeking relief. Consumer Link's first step of service is it to work with you, the owner of the mortgage, to negotiate loan modification agreements for the mortgage so that a modified mortgage will consist of terms which include a fair and fixed interest rate and a principal amount that is in line with the current property value and current federal and state guidelines for these types of loan modifications.

While I have experienced some hardships, I am confident that if such a fair loan modification agreement can be executed, I will be able to abide by its terms and be a long standing customer of your company without any further unforeseen incidents.

Consumer Link has been working diligently with numerous lenders to enter into loan modifications agreements with borrowers and lenders which empower borrowers to become reliable paying customers and loan companies to restart reliable revenue streams. Using new federal legislation as guidelines for such programs, Consumer Link has been extremely successful in avoiding foreclosure for homeowners and assisting mortgage companies with ensuring that they can generate reliable revenue streams from their customers. Based on our experience with what numerous other lenders and servicers are providing, and based upon the guidelines provided in the federal loan modification guidelines as set forth in the federal foreclosure relief bill which was approved by Congress and President Bush in July, 2008, in addition to the new initiatives put forth by President Obama, Consumer Link is proposing a loan modification agreement which has the following terms:

1. Reduction in Interest Rate. Not only are loan modification agreements being executed for reduced principal amounts, but they are also providing for fixed interest rates which are generally less than 6.0%. Accordingly, any loan modification package for the above referenced loan must include such a provision; preferably, at a fixed annual interest rate that is less than 5.5%.
2. Forgiveness of any Outstanding Amounts. The Borrower's account is delinquent. While they are working to resolve these financial problems, the Borrower cannot make any large payments to make an account current once we reach a loan modification agreement. Thus, there are two choices in how to deal with the current past due balance: (a) add the amount into the loan, or (b) forgive the amount. As the first option would increase the

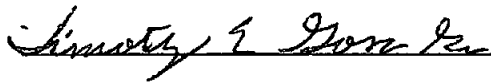
Page 2 of 3
Cease and Desist

principal balance, negating any efforts made to lower the balance pursuant to the first requested term of the loan modification, we are asking that you forgive this amount.

Accordingly, should you be willing to provide an offer for a loan modification agreement that represents a conscionable financing solution (principal of approximately fix an interest rate of 5% per year for 30 years, and forgive any outstanding amounts owed), we are confident I will be able to comply with such requirements and continue to be a long standing customer in good standing.

Thank you for your prompt attention to this matter. We look forward to hearing from you.

Sincerely,



Page 3 of 3
Cease and Desist

ATTACHMENT D

From: [timothy goss](#)
To: [Yadoo, Jennifer](#)
Subject: Fw: Document Request
Date: Tuesday, October 24, 2017 10:30:36 PM

Sent from Yahoo Mail on Android

----- Forwarded Message -----

From: [REDACTED]
To: "Ana Amaya" <aamaya@consumerdefense.com>
Sent: Fri, Feb 10, 2017 at 10:59 AM
Subject: Re: Document Request

Mrs Ana I really need to speak with the president of this company. I dont mind paying for you guy time but I'm not paying two thousand dollars. May I please have the president number?

Sent from Yahoo Mail on Android

On Tue, Dec 13, 2016 at 10:40 AM, timothy goss
[REDACTED] wrote:

Hello Mrs Ana I really need to speak with the president of your company . It wasn't this hard for them to collect my money but can't get anyone to talk to me about returning my money. I not understanding this.

Sent from Yahoo Mail on Android

On Mon, Dec 5, 2016 at 11:10 AM, Ana Amaya
<aamaya@consumerdefense.com> wrote:

correction, auditdept@consumerdefense.com

On Mon, Dec 5, 2016 at 10:09 AM, Ana Amaya <aamaya@consumerdefense.com>
wrote:

Timothy,

I do apologize about that. I do have their email,
auditdept@consumerdefense.com . I will forward your
information to management and hopefully they can get a move on
things.

On Mon, Dec 5, 2016 at 10:02 AM, timothy goss [REDACTED] wrote:
Hello Mrs Ana sorry to bother you . I have been calling your audit department
but can't get a call back is there another number I can call?

Sent from Yahoo Mail on Android

On Wed, Oct 5, 2016 at 4:03 PM, Ana Amaya
<aamaya@consumerdefense.com> wrote:

Hello Timothy,

Hope this finds you well. I am wanting to follow up with you in regards to documents we are needing for our modification request.

- Hardship Letter – explaining the reason why you fell behind on your mortgage payment.
- HOA statement or letter stating that you do not pay any HOA fees. (Home Owners Association)
- 2 most recent utility bills - gas or electric only
- Income Verification - 30 days worth of pay stubs
- 2015 & 2014 taxes & W2s – all pages and schedules are needed
- 2 most recent bank statements – all pages, even if they are blank
- Mortgage Statement
- Divorce decree
- Quit Claim deed

Please send these documents in for us to be able to prepare your packet to be able to submit your request for a modification.

--
-- Ana Amaya
Processor/Negotiator

Consumer Link
200 S. Virginia
8th Floor
Reno, NV 89501
801-386-5100 EXT 217
888.224.6524 FAX
Hours of operation Monday-Friday 8:00AM -4:00PM (MST)

--

-- Ana Amaya
Processor/Negotiator

Consumer Link

200 S. Virginia

8th Floor

Reno, NV 89501

801-386-5100 EXT 217

888.224.6524 FAX

Hours of operation Monday-Friday 8: 00AM-4:00PM (MST)

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-- Ana Amaya
Processor/Negotiator

Consumer Link

200 S. Virginia

8th Floor

Reno, NV 89501

801-386-5100 EXT 217

888.224.6524 FAX

Hours of operation Monday-Friday 8:00AM-4:00PM (MST)

ATTACHMENT E

HP Officejet 6500 E710n-z All-in-One series

Fax Log for
tim1

Apr 12 2017 6:35PM



Cost Summary

Billing & Payment
Billing Information

Consumer Defense

Last Transaction

Subtotal

AUDIT REQUEST FORM

Duration

Shipping - Details

\$3.89

Killeen, TX

Date Time Type

Station ID

Duration

Pages

Result

Please fill out the information below and submit the completed form by either mail or fax as indicated below.

Once your form is received, your entire file will be reviewed after which you will be contacted with the results. We appreciate your business.

Estimated Sales Tax

\$2.28

Payment Method

Digital Fax

Total Cost

\$129.06

Apr 12 6:33PM

Fax Sent

0049060713944188

0:00

0

No answer

IMPORTANT NOTE IF THERE IS ONGOING WORK ON YOUR FILE: N/A

If Consumer Defense, LLC and/or Consumer Link, Inc. is/are currently conducting ongoing work for you, all of these efforts will be immediately halted and your file put on hold upon receipt of this completed form. If you have concerns about the effect this could have on ongoing work, we encourage you to contact Consumer Defense, LLC and/or Consumer Link, Inc. before returning the completed form. You agree that Consumer Defense, LLC and/or Consumer Link, Inc., including its/their owners, members, managers, representatives, agents, etc., will not be liable for any damages whatsoever related to the halting of all work on your file.

Client Name:

Timothy Eric Goss Sr

Address:

Killeen TX

Lender:

Ocean Loan ServicingTotal Amount Paid to Consumer Defense, LLC: \$2,340

Please note that if the payment(s) was drafted directly from your checking account, you must attach a copy of the bank statement(s) verifying that the deduction(s) of those funds from your account.

Reason for your request: I no longer use Consumer Defense and am going another direction. I want my money back

COMPLETE AND RETURN VIA MAIL OR FAX:

Mail: Consumer Defense, LLC

500 North Rainbow Blvd, Suite 500

Las Vegas, NV 89107

Fax: (888) 334-7255

Date: 12-15-16

Sign here ▶

Timothy E Goss Sr

Client Name:

Timothy E Goss Sr

ATTACHMENT F

From: [timothy goss](#)
To: [Yadoo, Jennifer](#)
Subject: Fw: request for refund forms received and in process
Date: Tuesday, October 24, 2017 10:24:21 PM

Sent from Yahoo Mail on Android

----- Forwarded Message -----

From: "timothy goss" <[REDACTED]>
To: [REDACTED]
Sent: Wed, Jul 19, 2017 at 5:32 PM
Subject: Re: request for refund forms received and in process
Why can't I get my money?

Sent from Yahoo Mail on Android

On Sat, Jul 15, 2017 at 10:00 AM, timothy goss
<[REDACTED]> wrote:

Hello I am waiting for a response from your company. This company stealing my money.

Sent from Yahoo Mail on Android

On Fri, Jul 14, 2017 at 7:23 AM, timothy goss
<[REDACTED]> wrote:

I am still waiting on a answer why I'm not getting my money!

Sent from Yahoo Mail on Android

On Thu, Jul 13, 2017 at 12:20 PM, timothy goss
<[REDACTED]> wrote:

Still waiting on a reply from this company I'm not going anywhere.

Sent from Yahoo Mail on Android

On Wed, Jul 12, 2017 at 12:25 PM, timothy goss
<[REDACTED]> wrote:

To whom it may concern My name is Timothy Goss Sr on your website page it says you will return my money if I'm not satisfied or just want to stop but that is not true. I am still waiting on my refund. False advertising is illegal. I'm not going away until y'all do what is right and return my money.

Sent from Yahoo Mail on Android

On Tue, Jun 6, 2017 at 10:18 AM, timothy goss

<[REDACTED]> wrote:

I am still waiting on my money. If you still choosing to not pay me please let me know so I may take another direction!

Sent from Yahoo Mail on Android

On Thu, May 18, 2017 at 10:23 AM, timothy goss

<[REDACTED]> wrote:

I have not got a reply from my last text! I would like to be done with our business. Can you please send me the amount you think you owe me. I will not sign anything that says I borrowed money from you!

Sent from Yahoo Mail on Android

On Mon, May 8, 2017 at 2:09 PM, timothy goss

<[REDACTED]> wrote:

You need to send the correct paperwork for me to sign I didn't borrow any money from y'all! I just want the money you owe me for paying you.

Sent from Yahoo Mail on Android

On Mon, May 8, 2017 at 1:27 PM, timothy goss

<[REDACTED]> wrote:

Sent from Yahoo Mail on Android

On Mon, May 8, 2017 at 12:58 PM, Audit Department

<auditdepartment@consumerdefense.com> wrote:

Timothy,

Attached you will find the refund release for the \$400.00 refund. Once we get the signed copy back we will mail the refund within 7 business days.

Please let us know if you have further questions.

On Wed, Apr 26, 2017 at 2:31 PM, timothy goss

<[REDACTED]> wrote:

I don't believe anything you say because I am living proof. Send the 400.00 so we don't have anymore to do with each

other!

Sent from Yahoo Mail on Android

On Wed, Apr 26, 2017 at 3:16 PM, Audit Department
<auditdepartment@consumerdefense.com> wrote:

Mr. Goss,

Our offer still stands Sir. Please let us know if you are accepting our offer.

And you may have read a few unfortunate reviews but they do not even compare to the thousands of home owners we have helped.

Have a nice day!~

On Thu, Apr 20, 2017 at 8:32 AM, timothy goss

<[REDACTED]> wrote:

I see that you guys are not going to pay me the money you took from me. You should never put out that you are helping veterans! I contacted the BBB for mediation and you ignored their request. I just need you to send me what every you owe me so I may be done with your company for good!

Sent from Yahoo Mail on Android

On Tue, Feb 7, 2017 at 11:32 AM, timothy goss

<[REDACTED]> wrote:

Morning to whom it may concern I am so confused to why it is taking so long for someone in this department to return my money. I have asked several times to speak with the president of this company. I will go broke before i allow you are anyone else to rob me for work that wasn't done. Need to speak with someone in person not emails!
Timothy Goss

Sent from Yahoo Mail on Android

On Tue, Jan 24, 2017 at 3:03 PM, timothy goss

<[REDACTED]> wrote:

I have every email your company sent me and no work could be done because I didn't send the documents your company needed! I also talk with my mortgage company and they stated

they didnt receive anything from your company!
I want to speak with the president of this
company!

Sent from Yahoo Mail on Android

On Tue, Jan 24, 2017 at 2:50 PM, Audit
Department
<auditdepartment@consumerdefense.com>
wrote:

Mr. Goss,

Services were rendered on your behalf in
accordance with the fee agreement on file.
We received your file on September 14,
2016 and the file was worked on diligently
until you requested to close it on November
17, 2016. In that 90 days all four phases of
the fee agreement were completed. Please
refer to your fee agreement regarding what
phase each payment is applied. Of course
the unused fees of \$400.00 are still available
to refund. If you are accepting the offer we
can send out the necessary documents
needed to release the funds.

On Thu, Jan 19, 2017 at 8:58 AM, timothy
goss <[REDACTED]> wrote:

To whom it may concern I have waited six
days with no further contact from your
department. I would like to speak with the
president of this company. No service was
rendered to me and my situation. I don't
understand why I have not gotten my
money back yet.

Sent from Yahoo Mail on Android

On Fri, Jan 13, 2017 at 4:20 PM, Audit
Department
<auditdepartment@
consumerdefense.com> wrote:

Mr Goss,

Thank you for your response. We have
forwarded it to upper management for
review. We will let you know of any
additional information as it come up.

On Fri, Jan 13, 2017 at 11:55 AM,
timothy goss <[REDACTED]>
wrote:

You didn't do anything for me!
Accept ask for more documents.
What every the next step is we need
to start it now. I'm not paying you
over 2000 dollars for reading
paperwork that I sent! You are to
help veterans not steal their money!

Sent from Yahoo Mail on Android

On Fri, Jan 13, 2017 at 12:49 PM,
Audit Department
<auditdepartment@
consumerdefense.com> wrote:

Timothy,

We have completed our full audit
on your file. At this time we show
you requested to cancel due to
document requests. However
there were still several other
phases of the process completed
on your behalf. If you refer to
your fee agreement it will provide
you with very detailed
information regarding the fees at
to which phase each applied. So
at this time we are not able to
offer a full refund but are
prepared to refund the \$400.00 in
fees paid that were not used up by
services rendered. Please let us
know if you are accepting this
offer so we can send out the
necessary paperwork needed to
release the funds.

On Fri, Jan 6, 2017 at 5:45 AM,
timothy goss
<[REDACTED]> wrote:

While y'all are going through
the process other bill collectors
are hitting me with late fees and
delinquency notes. I just want
this too end.

Sent from Yahoo Mail on
Android

On Fri, Jan 6, 2017 at 6:43 AM,
timothy goss

<[REDACTED]>
wrote:

To whom it may concern
I don't understand why it's
taking so long to give me
my money back. You took it
within three weeks. Now
you have go through a
process to give it back!

Sent from Yahoo Mail on
Android

On Thu, Jan 5, 2017 at 1:29
PM, Audit Department
<auditdepartment@
consumerdefense.com>
wrote:

Timothy,

We have received your
completed forms and are
currently processing your
request. The audit
process can take up to 30
days to complete. We
anticipate a decision no
later than 1/14/2017.

Have a nice day!

--

Regards,

**Consumer Defense
Audit Department
888-980-7519 Ext 238**

Confidentiality Notice: This
message, including any

attachment(s), may contain confidential information protected by law. The information contained herein is for the sole use of the intended recipient(s). If you have received this message in error, please contact the sender at the e-mail address listed above and destroy all copies of the original message, including any attachments. Thank you.

--

Regards,

**Consumer Defense Audit
Department
888-980-7519 Ext 238**

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Regards,

**Consumer Defense Audit
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888-980-7519 Ext 238**

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888-980-7519 Ext 238

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ATTACHMENT G

From: timothy.goss
To: Yadoo, Jennifer
Subject: Re: You have a New Message from BBB of Utah Regarding Complaint #12015390
Date: Tuesday, October 24, 2017 10:27:43 PM

Sent from Yahoo Mail on Android

On Mon, Apr 17, 2017 at 12:14 PM, BBB Dispute Resolution
<complaints@utah.bbb.org> wrote:

Timothy Goss,

The complaint was close unsolved because the business never respond back to your last rejection. Your BBB is a private, non-profit service organization that acts as a neutral third party in an attempt to resolve disputes between consumers and businesses. We do not have any legal authority over companies and therefore cannot force them to resolve the dispute. Companies typically work with the BBB voluntarily, which allows us to resolve over 80% of the complaints filed in our office.

You may also want to contact:

- The Utah Division of Consumer Protection (801) 530-6601. The Utah Division of Consumer Protection (a Division of the Utah Department of Commerce) is the state agency that regulates the Utah Sales Practices Act. They may have additional information, let you know about their complaint process, and if complaints against the business have been filed through their office.

On Mon, Apr 17, 2017 at 10:39 AM, timothy.goss <[REDACTED]> wrote:

I am not sure what your last response means that you are not willing to help me ? BBB is supposed to help consumers against companies like this. I don't get how they can take my money and you do nothing for me. Maybe Jag will be able to help me!

Sent from Yahoo Mail on Android

On Thu, Apr 6, 2017 at 10:28 AM, Better Business Bureau
<complaints@utah.bbb.org> wrote:

This e-mail is to notify you that you currently have a new message with BBB in regards to complaint #12015390.

Please click on the link below to access BBB's Online Complaint Management System to read this message.

[Click here to read the message.](#)

If your email program does not support the link above, then please copy and paste the link below into your browser.



This is a post-only mailing. Replies to this message are not monitored or answered. If you have any further questions or concerns, please do not hesitate to contact us at info@utah.bbb.org or 801.892.6009.

Thank you

--
BBB Dispute Resolution,
Better Business Bureau Serving Utah
p: 801.892.6009

bbb.org *Start With Trust®*

3703 W 6200 S
Salt Lake City, UT 84129



EXHIBIT 16

DECLARATION OF WANDA JACKSON

**DECLARATION OF WANDA JACKSON
PURSUANT TO 28 U.S.C. § 1746**

I, Wanda Jackson, make the following statement:

1. I am a U.S. citizen over the age of 18 residing in Greenville, South Carolina. I have personal knowledge of the facts stated below.
2. In or around 2016, I was trying to prevent my stepfather's home from going into foreclosure. The mortgage was in my stepfather's name, not in my name, but I was making mortgage payments because I was living in the home. My stepfather was not making mortgage payments because he was living with my mother in her home. I fell behind on paying the mortgage because I was waiting for my disability application to be accepted.
3. In or around the fall of 2016, I saw a television commercial on some local South Carolina stations, WYFF Channel 4. The commercial said that you do not have to lose your home to foreclosure because the federal government set up a program called the Hardest Hit Fund for homeowners. The commercial said that the program was for areas hit hardest by the foreclosure crisis, and that South Carolina was one of the hardest hit areas. The commercial also included the URL for "SCHelp.gov." I think that the commercial may have listed a phone number, which had a Columbia, South Carolina area code. I called this number and told the employee I spoke with, Sue Chowhan, that I saw the commercial about the government's hardest hit fund. Sue said she was part of a legal team that worked with attorneys to modify mortgages. Sue asked me some questions about the mortgage. I told Sue that the house was in my stepfather's name, and that I was trying to keep it from going into foreclosure. Sue told me that I qualified for the program and that

she would put me in contact with the right people. She also said that we would be protected from foreclosure as long as we were going through the process of loan modification. Sue also sent me an email on or around November 5, 2016, that explained the program had fees and said that I would not have to worry about foreclosure while going through the loan modification process.

4. Shortly after this conversation, I received a call from someone named Shannon Martinez who identified herself as an employee of Consumer Defense. She asked me for some information. Shannon talked about some programs that the government had, such as the Dodd-Frank Act, and said that under those programs Consumer Defense would be able to keep the house from going into foreclosure. Because of this, and because of the commercial, I believed that Consumer Defense was a part of a government program. Shannon also said that Consumer Defense would be able to obtain a modification for us that would lower our monthly payments and make us current on the mortgage. She said that a modification was guaranteed. At one point, either Sue or Shannon told me that Consumer Defense worked with our lender, 21st Mortgage Company ("21st Mortgage"), all the time on preventing foreclosures. I took this to mean that Consumer Defense had obtained good results in the past with consumers who had mortgages through 21st Mortgage.
5. Shannon said that Consumer Defense charged six monthly fees of \$650 for its services. I told Shannon that I needed to make payments on the mortgage and could not afford to make those payments and pay Consumer Defense. Shannon said I should not make a mortgage payment. I said that the lender would be calling us to ask for payment, and Shannon told me that if 21st Mortgage contacted us, we should direct the lender to contact

Consumer Defense. Shannon said that I should not reach out to my lender, and Consumer Defense would take care of everything. Shannon also said that 21st Mortgage should not be contacting us because Consumer Defense would send a letter to 21st Mortgage that would say Consumer Defense was in the process of obtaining a modification for us. Shannon said that this letter would guarantee that 21st Mortgage would not foreclose on our house while Consumer Defense was putting together a modification package. Shannon said that 21st Mortgage would process the modification as soon as she sent the application in.

6. Shannon put me in contact with an employee named Alli Parkinson. Alli said that Consumer Defense had attorneys that would work on the modification, and that the fees I paid would go to the attorneys. Alli and another employee at Consumer Defense said Shannon was an attorney.
7. I signed up with Consumer Defense in or around November of 2016. Alli emailed me some paperwork, including a borrowers' authorization, a financial worksheet, and a sample hardship letter. The paperwork also referred to the company as Consumer Link, Inc. I printed out the paperwork, filled it out, had my stepfather sign it, and sent it back to Consumer Defense. I primarily communicated with Consumer Defense on behalf of my stepfather; Consumer Defense had my stepfather and I call on speakerphone so he could authorize me to communicate with them on his behalf. I gave Consumer Defense my debit card information over the phone and also provided it in the paperwork Sue sent, which authorized Consumer Defense to withdraw payments out of my checking account every month.

8. On or around November 7, 2016, Consumer Defense sent me a service guarantee agreement. The letter had the Making Home Affordable Program logo on it with text that said "Friends of Making Home Affordable." The letter stated that Consumer Defense guaranteed a modification or home foreclosure alternative. The letter stated that the guarantee was conditioned upon cooperating with Consumer Link and "immediately" forwarding all communications from the lender, among other things. I took this letter to mean that we were protected from foreclosure while after signing up with Consumer Defense. A true and correct redacted copy of this guarantee letter is attached to this declaration as *Attachment A*.
9. I believed that Consumer Defense was located in South Carolina, because Sue's telephone area code was a South Carolina area code and Sue seemed to work with Consumer Defense in some capacity.
10. On November 16, 2016, a Consumer Defense representative named Alli Parkinson sent me an email indicating that my first payment was due. The email indicated that my payment would be listed on my bank statement in the name of either "AM Property Management" or "Preferred Law." During the time I worked with Consumer Defense, Alli regularly contacted me about my monthly payments. Consumer Defense withdrew my first payment of \$650 on or around November 19, 2016. A true and correct redacted copy of Alli's email is attached to this declaration as *Attachment B*.
11. At one point, a representative from 21st Mortgage called me. I told him that I was working with Consumer Defense. I said that Consumer Defense told me not to talk with 21st Mortgage because 21st Mortgage would be getting in contact with Consumer Defense to discuss my mortgage. The representative said that 21st Mortgage would not reach out

to Consumer Defense and that Consumer Defense would need to reach out to 21st Mortgage. I told the representative that Consumer Defense told me they were going to send 21st Mortgage a letter. I called Consumer Defense to relay this information, and a representative told me that 21st Mortgage should have already gotten their letter but they would get in contact with the lender. After that, I did not hear from 21st Mortgage over the phone.

12. Initially, I worked with a Consumer Defense representative named Shannon Martinez.

On November 10, 2016, Shannon emailed me saying that my file had been moved from my advisor Sue to the processing team, and Shannon was now my point of contact.

Shannon requested a lot of documentation, including my mother and stepfather's bank statements, a letter of verification for their social security income, and utility bills. A true and correct redacted copy of Shannon's email is attached to this declaration as

Attachment C.

13. I provided the documents Sharon requested around November or December 2016. Based on what Consumer Defense representatives told me, I thought that Consumer Defense would send 21st Mortgage a modification application, and the mortgage would be modified shortly after that.

14. On December 15, 2016, Shannon emailed me saying she received the documents I sent in and moved my file to financial review. Her email indicated that the financial review process would take approximately 10-30 business days, and that she would notify me if Consumer Defense needed anything else. A true and correct redacted copy of this email is attached to this declaration as *Attachment D.*

15. In or around March of 2017, a man from 21st Mortgage came to my door. He handed me papers saying that the house was in foreclosure and we had to go to court. The papers only had my stepfather's name on them. I told the man that my stepfather did not live there and gave him my mother's address. I explained that I lived at the house and made mortgage payments. The man took the papers to my stepfather at my mother's house and returned within a few days with new paperwork that listed my name in addition to that of my stepfather.
16. I became suspicious, and called Consumer Defense to speak with Shannon. Consumer Defense said that Shannon had retired, and put me in contact with another Consumer Defense employee named Victoria. Victoria said that I needed to send Consumer Defense some documents like bank statements and pay stubs. I told her I had already provided the information to Shannon back in January. I was confused why she was asking me for more paperwork, because Shannon made it seem like the modification would be processed immediately after Consumer Defense submitted an application. Victoria said that I should not worry, and that 21st Mortgage could not foreclose on my house because Consumer Defense sent them a letter. She said I should send her a copy of the foreclosure paperwork, which I did. However, I never heard back from her. Consumer Defense never offered to file anything in court on my behalf or to send an attorney to the hearing.
17. After I received the foreclosure notice, I called 21st Mortgage. The employee I spoke with said that 21st Mortgage never received the letter Consumer Defense said it had sent or any request for a modification. In fact, the employee said that 21st Mortgage had never been contacted by Consumer Defense.


18. At some point, Alli emailed me saying that Consumer Defense could no longer take payments out the same way and needed my bank account number. At that point, I was fed up with Consumer Defense and decided to stop making payments. I called Alli and told her that 21st Mortgage said they had never heard from Consumer Defense. I told her that Consumer Defense had not done what they had agreed to do, and said that I was promised that 21st Mortgage would not foreclose on our house as long as we were going through the modification process. Alli said that Consumer Defense had sent 21st Mortgage a letter. I told Alli I wanted my money back, but Alli said I would have to talk to the audit department. Alli transferred me to the audit department, but I only got a voicemail box. I left a message, but no one from Consumer Defense called me back. I have since tried to call Consumer Defense several times, but all I get is voicemail.
19. At some point, I spoke with someone at the U.S. Department of Housing and Urban Development ("HUD"). The HUD employee I spoke with said that it was illegal for Consumer Defense to charge me upfront fees for a loan modification. He recommended I contact my bank and put a stop payment on my account.
20. I disputed the charges with my bank, but was unable to get the money back because I had originally authorized Consumer Defense to withdraw money from my account. I also learned that the company had been taking money out of my account under the names Preferred Law, PLLC and American Home Loans. A true and correct redacted copy of the merchant dispute form that shows the disputed transactions is attached to this declaration as *Attachment E*.

21. At some point, I started looking at the paperwork Consumer Defense sent me. I realized that it listed an address in Nevada. I thought Consumer Defense was in South Carolina and was surprised to realize that it was located in Nevada.
22. I subsequently applied for a loan modification on my own, but 21st Mortgage denied it. The house was auctioned off on or around September 5, 2017. On or around September 20, 2017, a man from 21st Mortgage came to see if we were still living in the house. My husband and I explained to him that my husband had heart surgery last month. We did not know when he was going to be able to go back to work, so we have not yet been able to move. We are currently trying to find somewhere else to live. On or around November 13, 2017, 21st Mortgage served us with papers signed by a judge stating that we would have to move out in 21 days or the Sheriff could remove us and our belonging house. I have been trying to find a new place to live each day.
23. In total, I paid Consumer Defense approximately \$2,600. Consumer Defense did not provide the services it promised. It did not obtain a modification for us and did not prevent our home from being foreclosed upon. In fact, as far as I know, it never even submitted a modification package to 21st Mortgage. No one at Consumer Defense told me that my lender might not agree to modify the loan, even if I used the company's services. No one at Consumer Defense told me that the company was not associated with the government and its service was not approved by the government or any lender. In fact, because of the advertisement, I believed that Consumer Defense was affiliated with the government. No one at Consumer Defense told me that if I stopped paying the mortgage, I might lose the home or damage my credit. In fact, Consumer Defense told me that I would be protected from foreclosure while I was working with it. No one from

Consumer Defense ever told me that I might stop doing business with them at any time or reject an offer of mortgage assistance that my lender offered without having to pay the company for the services.

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Greenville, South Carolina this 3 day of December 2017.


Wanda Jackson

Attachment A



Consumer Defense

November 7, 2016

L. M Simmons

Greenville, SC

Re: Service Guarantee Agreement

Dear L. M.,

Consumer Defense, LLC welcomes you. We hope to shortly assist you with submitting a Qualified Written Request and forwarding your file to Consumer Link, Inc. for processing. Our services are detailed in the "Agreement for Services" letter. Once all of your information and documentation is received, and unless you direct otherwise in writing, Consumer Link will initiate your modification services and will be your primary contact throughout the process.

Based on the past performance of Consumer Link and our knowledge of your factual situation, Consumer Defense hereby GUARANTEES that a modification or home foreclosure alternative pursuant to the HAFA program will be secured for you conditioned upon the following terms:

- ☐ You allow Consumer Link to process the modification and you promptly cooperate with Consumer Link and Consumer Defense at all times.
- ☐ All communications from your lender, if any, are immediately forwarded to Consumer Link.
- ☐ All documents will be returned when requested by the deadlines given.
- ☐ There will be no significant changes to your current circumstances.
- ☐ All relevant information provided by you is entirely accurate and complete.
- ☐ All payments to Consumer Defense made on time per the payment schedule.
- ☐ Any and all disputes between the parties related to this agreement and Consumer Defense shall be governed by the terms of the "Agreement for Services."
- ☐ This agreement constitutes the entire agreement between the parties relating to the transactions contemplated hereby and all other prior or contemporaneous agreements, promises, claims, understandings, representations and statements, oral or written, are merged into this agreement.

Consumer Defense, LLC

FRIENDS OF

MAKING HOME AFFORDABLE

Attachment B

6/14/2017

Gmail - Task Reminder for L M Simmons... Your payment is due



Wanda Jackson <[REDACTED]>

Task Reminder for L M Simmons... Your payment is due

1 message

Alli Parkinson <Info@mailers.theloanpost.com>

Wed, Nov 16, 2016 at 4:51 PM

Reply-To: aparkinson@consumerdefense.com

To: [REDACTED]

Hi L M Simmons,

You have a task to do.

Subject: Your payment is due

Client Name: L M Simmons

Property Address: [REDACTED] Greenville, SC. [REDACTED]

Due On: Nov 18, 2016 05:30 PM - EST

Comments:

If your payment is declined or returned there will be a \$25.00 fee added to your account. Any file with a payment hold will have a \$50.00 fee added to the account to remove the hold.

Your payment will be processed using the bank account information that you provided and will be listed on your bank statement as one of the following:

- * AM Property Management
- * Preferred Law

If you have any questions regarding this payment please give the billing department a call at 801-938-8066, ANY RESCHEDULED PAYMENTS WILL HAVE A \$50.00 CHARGE.

If you would like to unsubscribe and stop receiving these emails [click here](#).

Attachment C

8/14/2017

Gmail - CONSUMER LINK



Wanda Jackson <[REDACTED]>

CONSUMER LINK

3 messages

Shannon Martinez <smartinez@consumerdefense.com>

Thu, Nov 10, 2016 at 2:57 PM

To: [REDACTED]

Hello,

Previously you spoke with your advisor Sue, you have now moved to the processing team.

My name is Shannon and I will be your point of contact moving forward on your file.

I need to gather these documents for your application, in order to continue working your case and getting you placed in review with your lender.

Here is the list of documents that are being requested:

Please return all the attached forms as soon as possible, so I am able to get started on your modification.

Borrowers Authorization-attached

Dodd - Frank Form-attached

RMA -attached

4506-T- attached-please write your name at top and sign the bottom(We will fill out according to lender)

Hardship Letter-must be signed (I have attached a Sample letter) you can go to: www.hardshipletters.org - This website is user friendly and will help you write a very detailed well written hardship letter.

Utility Bill (Electric or Gas only)-most current

2014Taxes include all pages and W2's - All signature pages signed

2015Taxes include all pages and W2's- All signature pages signed

2 months most current Bank Statements - All Pages -IT CANT BE A TRANSACTION HISTORY(it has to show your name , address, bank info.

Financial worksheet page 2-3

30 Day Current Paycheck Stub

Mortgage Statement

HOA statement

PX16 - 15

1/3

11/14/2016

Gmail - CONSUMER LINK

QWR Signature page-attached

CEASE AND DESIST Signature page-attached

Other documents may be asked for as needed.

It is imperative that we receive these documents in a timely manner in order to facilitate your modification.

If process takes longer than 30 days-Updated **income verification, bank statements and utility bill** needs to be **submitted monthly**.

—

—Thank you

— Shannon Martinez
Processing Manager

801.386.5100 EXT 202

888.224.6524 FAX

Available hours: Monday-Friday 9:30am-4:30pm (MST)

Confidentiality Notice: This message, including any attachment(s), may contain confidential information protected by law. The information contained herein is for the sole use of the intended recipient(s). If you have received this message in error, please contact the sender at the e-mail address listed above and destroy all copies of the original message, including any attachments. Thank you.

9 attachments

 **1 - CONSUMER LINK - AUTHORIZATION.pdf**
337K

 **4506T new.pdf**
47K

 **CEASE AND DESIST SIG PAGE 3.pdf**
71K

 **DODD FRANK.pdf**
78K

 **FINANCIAL WORKSHEET .UPDATED.pdf**
1157K

 **HARDSHIP SAMPLE.pdf**
127K

 **HOA.pdf**
163K

 **QWR SIG PAGE 15.pdf**
73K

 **RMA.pdf**
1096K

Attachment D

6/14/2017

Gmail - CONSUMER LINK



Wanda Jackson [REDACTED]

CONSUMER LINK

1 message

Shannon Martinez <smartinez@consumerdefense.com>

Thu, Dec 15, 2016 at 5:00 PM

To: Wanda Jackson [REDACTED]

Hello ,

I received he documents you sent in

I have moved your file to financial review. This process takes approximately 10-30 business days. I will notify you again if there is anything else stilll needed.

If nothing else is needed, I will notify you when the file has been moved to final review.

If you have any questions, please email or call me.

Have a great day!

—Thank you

-- Shannon Martinez
Processing Manager

801-386.5100 EXT 202

888.224.6524 FAX

Available hours: Monday-Friday 9:30am-4:30pm (MST)



Confidentiality Notice: This message, including any attachment(s), may contain confidential information protected by law. The information contained herein is for the sole use of the intended recipient(s). If you have received this message in error, please contact the sender at the e-mail address listed above and destroy all copies of the original message, including any attachments. Thank you.

PX16 - 18

1/2

Attachment E

Case Number: **Merchant Dispute**Card Number: **XXXX-XXXX-XXXX-XXXX**Cardholder Name: **Wanda C Jackson****Cardholder Statement of Dispute Item**

Please return the form to SunTrust by fax to: (888) 625-6234

** A Fax Cover Page is NOT necessary**.

Date	Merchant	Amount	Date	Merchant	Amount
3/9/2017	AMERICAN HOME LOANS	\$647.00			
3/9/2017	AMERICAN HOME LOANS	\$3.00			
1/13/2017	PREFERRED LAW, PLLC	\$650.00			
1/25/2017	PREFERRED LAW, PLLC	\$650.00			
11/19/2016	PREFERRED LAW, PLLC	\$650.00			

If you have not previously participated with the merchant or previously authorized transaction(s) with the merchant, stop completing this form and contact SunTrust immediately at (800) 447-8994 to request card closure and obtain an Affidavit of Fraud.

Otherwise, select the one option below that applies to your transaction(s) and complete this form.

ATM DISPUTES

- ☐ The above ATM transaction is incorrect. Amount requested \$ _____ Amount received \$ _____
- ☐ ATM deposit not posted to account. (Specify cash, check or both and include a copy of the ATM receipt) Check cleared? YES ☐ NO ☐

AUTHORIZATION CANCELLED

- ☐ The above item was billed monthly. I cancelled the service on (Date required) _____ (Provide proof of cancellation).
- ☐ The purchase was a cancelled hotel reservation. I cancelled on _____, My cancellation number is _____.

I DID AUTHORIZE THE PURCHASE HOWEVER

- ☐ I have not received the merchandise/service. Expected receipt date: _____ (Provide description of purchase)
- ☐ The merchandise shipped was defective or not as described and was returned on _____. (Provide proof of return)
- ☐ I attempted to cancel the merchandise/service on _____ but was still charged. (Provide cancellation reason)
- ☐ I did not receive the expected services. (Provide a letter of explanation).
- ☐ The merchandise was returned on _____ (Provide proof of return).

PAYMENT BY OTHER MEANS

- ☐ The purchase was paid by check, cash, or other means but was still charged to my card. (Provide a copy of alternate payment).

DIFFERENT AMOUNT THAN SALES SLIP

- ☐ The amount of the sales slip was increased from \$ _____ to \$ _____. (Provide a copy of sales slip or invoice).

CREDIT NOT RECEIVED

- ☐ I received a credit on the above transaction, but the credit was not applied to my account. (Provide a copy of credit slip).

MULTIPLE POSTING

- ☐ I only made _____ charge(s), but was billed _____ times for the same charge.

*Describe your attempt to resolve with the merchant: _____

Notes: _____

I certify that I have exhausted all means to obtain credit directly from the merchant and that incomplete or inaccurate information could result in the decline of my dispute. I give my consent to have this claim reviewed by an investigator and understand that I may be asked to provide additional details for the investigation.

Cardholder Signature _____

Date _____ **PX16 - 20**

EXHIBIT 17

DECLARATION OF MATTHEW WILSON

**DECLARATION OF MATTHEW WILSON
PURSUANT TO 28 U.S.C. §1746**

I, Matthew Wilson, make the following statement:

1. I am a citizen of the United States and am over eighteen (18) years of age. I live in Dayton, Ohio. I am currently employed as a nurse. I have personal knowledge of the facts stated herein.
2. In or around 2015, I experienced a loss of income and had trouble making my mortgage payments. My mortgage lender had threatened to initiate foreclosure proceedings but was not giving me much information about what I could do to save my home. I was looking for a way to keep my house out of foreclosure until I could find stable work.
3. In or around the fall of 2015, my mother did some research on companies that claimed to help prevent foreclosure and gave me the telephone number for Preferred Law.
4. I contacted Preferred Law and spoke with a woman named Diane. Diane told me that Preferred Law would provide legal representation to stop any foreclosure proceedings from being initiated and would apply for a modification on my mortgage to lower my interest rate. She also said it might be possible to obtain a six-month forbearance on my mortgage so I could get my funds together. She said that my situation was very easy to deal with because Preferred Law had worked with my mortgage lender so much that my lender would know what to do when Preferred Law called them on my behalf. Diane told me that my mortgage lender was not motivated to help me keep my home, but that Preferred Law would immediately be able to stop them from filing for foreclosure. Diane guaranteed that Preferred Law could obtain a modification and foreclosure prevention. She said that Preferred Law's success rate was about 99%.

5. Diane told me that Preferred Law's services would cost approximately \$3,900. I asked her why I should pay for a service if I was already having trouble making my mortgage payments. Diane said that once I signed up with Preferred Law, I would not be paying my mortgage until Preferred Law obtained a modification. She said that my mortgage lender would not even take my payments because they would want the entire amount in arrears. Diane also said that if my lender contacted me, I should refer my lender to Preferred Law. Diane told me that after signing up, an employee named Cameron would be my point of contact.
6. Based on this conversation, I decided to sign up with Preferred Law. Preferred Law sent me a packet of paperwork via email and I filled everything out, signed it, and returned it to them. Preferred Law also sent me an introductory packet in the mail with information about what to expect from the program and customer testimonials. The packet also included a list of everything I needed to provide for Preferred Law to apply for a modification. I submitted all these documents to Preferred Law, as requested. I never spoke to an attorney, but Preferred Law told me there was a team of attorneys that would handle my case.
7. I had to make an initial payment of around \$800 before Preferred Law would work on my application. After that, my monthly payments to Preferred Law were around \$400 or \$600. Each month, I would call Preferred Law and authorize them to charge my credit card.
8. About a month after I signed up with Preferred Law, I received a call from my mortgage lender's collections department. The employee I spoke with said that I was behind on my

mortgage. I told the employee that I was being represented by Preferred Law, but she said that my lender had not heard from them.

9. Every two weeks or so, Cameron would call me to check-in. He would tell me that Preferred Law was in contact with my lender and was waiting on my lender to verify information. He said that my lender moved slowly, but that Preferred Law knew what was going on with my mortgage.
10. After about four months, Cameron stopped calling me regularly and I began to get worried. I called Preferred Law to let them know I was ready to schedule my next payment. The employee who answered the phone said she could not find my file.
11. Eventually, another representative came on the line and said my case had been closed because I had not contacted Preferred Law, given them any information, or made my payments. I told her that this was not true, that I had been in regular contact with Cameron, that I had made monthly payments, and that I had sent in all of the information Preferred Law had requested. I also asked why Preferred Law would close my account without contacting me first. The representative said that she was sorry but that there was nothing they could do. She said that if I wanted to continue working with Preferred Law, I would have to start over and pay them an additional \$3,900. I told her I had already paid Preferred Law around \$1,700 and expected to be reimbursed because my home was on the cusp of being sold. She was not sympathetic and refused to refund my money.
12. I contacted my lender to try to figure out what my options were. My lender said that they had no record of anyone providing representation on my behalf and had not heard from Preferred Law.

13. In around April 2016, I contacted Preferred Law again to ask for a refund. The employee I spoke with said that my account would be reviewed and their claims department would get back to me. Later, I called back and spoke to the same employee about the status of my refund request. After arguing with her for several minutes, she told me that I needed to talk to the accounting department. She finally transferred me to the accounting department's voicemail box. I left voicemail after voicemail with Preferred Law but no one ever called me back. I followed up with Preferred Law every month for about six months, but did not receive a refund.
14. On September 2, 2016, I filed a complaint with the Better Business Bureau ("BBB"). Preferred Law responded to my BBB complaint claiming that they had attempted to contact me and I did not reply. However, Preferred Law had not contacted me in response to my complaint.
15. In or around October 2016, I tried calling Preferred Law again and discovered that the phone number I had was disconnected.
16. Preferred Law did not help me keep my home or modify my mortgage. Preferred Law did not provide me any legal representation; in fact, I never spoke with an attorney. To the best of my knowledge, Preferred Law never submitted an application to modify my mortgage to my lender. No one at Preferred Law ever told me that my lender might not agree to modify the loan, even if I used the company's services. No one at Preferred Law told me that the company was not associated with the government and its service was not approved by the government or any lender. No one at Preferred Law told me that if I stopped paying my mortgage, I might lose my home or damage my credit. No one from Preferred Law ever told me that I might stop doing business with them at any time or

reject an offer of mortgage assistance that my lender offered without having to pay the company for the services.

17. I had to file for bankruptcy in order to keep my home, which I would not have had to do if Preferred Law had provided the services they promised. My credit has been damaged as a result of working with Preferred Law, and I have had to place plans to start my own business on hold.

I declare under penalty of perjury that the foregoing is true and correct.

Executed this 5th day of December 2017.

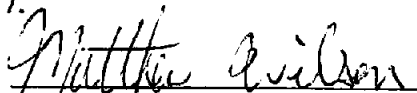

Matthew Wilson

EXHIBIT 18

DECLARATION OF SHERI CHARNOCK

**DECLARATION OF SHERI CHARNOCK
PURSUANT TO 28 U.S.C. § 1746**

I, Sheri Charnock, make the following statement:

1. I am a citizen of the United States and am over eighteen (18) years of age. I live in Elkridge, Maryland. I have personal knowledge of the facts stated herein.
2. In or around 2004, my husband and I tried to modify our mortgage directly through our lender, which is America's Servicing Company. We were not behind on our mortgage at the time. American Servicing Company denied every modification application from us, which was two or three. American Servicing Company claimed that the reason we kept being denied was that we were not delinquent on our mortgage. American Servicing Company said that we must be at least three months behind on our mortgage in order to receive a modification. My husband and I did not peruse a modification for the next 9 years after we received these denials from our lender.
3. In or around 2014, my husband and I began struggling financially. My husband was laid off from his job and started receiving unemployment benefits. After receiving unemployment benefits for six months, my husband looked for another full-time job but was unsuccessful and only found temporary work. With the reduction in my husband's income, we started struggling to pay our mortgage, which had a \$2,400 monthly payment. In order to maintain payments, we were relegated to withdrawing funds from our 401(k) in order to pay our mortgage payments. We proceeded along this course of action until our 401(k) was exhausted.
4. On or around the spring of 2015, I contacted American Servicing Company again to inquire about loss mitigation assistance such as a loan modification that could reduce our

monthly payment. After sending a hardship letter, America's Servicing Company told me that it could not help in any capacity. As a result of being declined for a loan modification, my husband and I were unable to afford the monthly mortgage payment and defaulted on Note payment on or around March 2015.

5. On or about, June 2015, I began working with The Law Offices of Thomas R. D'Arco, PC (D'Arco Law) and I was under the understanding that he would obtain a loan modification on the Note. After completing many worksheets and faxing a number of documents to D'Arco Law, D'Arco Law failed to obtain a modification. In total, I ended up paying D'Arco Law approximately \$2,900 for their services. On or about, August 20, 2015, I ended my relationship with D'Arco Law. The reason that I terminated the relationship is because I found out that he did not have authority to practice law in the State of Maryland.
6. On or about, September 2015, I received an unsolicited email from a company called Preferred Law. Because of D'Arco Law's failure to modify our unaffordable mortgage, I called Preferred Law to receive more information regarding their services. I talked with a representative named Brianne Whitmire, and she told me that Preferred Law could help with reducing our monthly mortgage payments. Brianne asked me to estimate what my husband and I could afford with respect to a monthly mortgage payment. I told Brianne that we could afford a monthly mortgage payment of approximately \$1,200, and Brianne said that Preferred Law should be able to reduce our monthly mortgage payments to \$1,200.

7. Brianne also mentioned that Preferred Law's modification services would cost \$650 per month. Brianne said that I would pay this monthly fee over four months, and that Preferred Law would begin working on our modification after I paid Preferred Law the first payment. Brianne also mentioned that we should "NOT pay our mortgage during the modification process". She said that I should only pay Preferred Law the \$650 monthly fee. Motivated by our inability to pay our monthly loan payments, I felt forced to sign up with Preferred Law. I was assured by Brianne that they were able to practice law in the State of Maryland.
8. After the phone conversation with Brianne, I received an email from Brianne containing the service contract. The contract was represented to me as my agreement to pay Preferred Law \$650 over the course of six months, and in exchange Preferred Law would work with my lender to obtain a modification for my home loan. I electronically signed the agreement, and I emailed the document back to Brianne. On or around September 5, 2015, I made my first payment to Preferred Law, PLLC. The \$650 payment was directly withdrawn from my bank account. I continued to pay Preferred Law the \$650 fee in October 2015, November 2015, December 2015, January 2016, and February 2016. A true and correct copy of a payment receipt for September 2015 that I forwarded to my lawyer who forwarded it to FTC staff is attached to this declaration as **Attachment A**.
9. While Preferred Law supposedly worked with my lender to obtain a modification, Brianne contacted me multiple times requesting that I fax documents and information to Preferred Law. Oftentimes, Brianne would ask for updated documents that I had already sent. I sent all requested documents to Preferred Law. True and correct redacted copies

of these emails are attached to this declaration as **Attachment B**. In this attachment and subsequent attachments, part of the text on the right-hand side of the page got cut off during printing.

10. Preferred Law's communication with me was poor. I called Preferred Law multiple times, but it never returned my calls. I emailed Brianne, but her responses were often generic stating that Preferred Law was still working on my file or that my servicer was reviewing documents. However, this was untrue. True and correct redacted copies of these emails are attached to this declaration as **Attachment C**.
11. On or about, December 2015, I contacted America's Servicing Company to inquire about the status of my modification. The representative told me that America's Servicing Company did not know what Preferred Law was, much less had it been contacted by Preferred Law. According to the representative at America's Servicing Company, she could not find any loan modification application that Preferred Law submitted, Preferred Law never sent America's Servicing Company a third party authorization and Preferred Law never contacted America's Servicing Company because of there was no third party authorization submitted.
12. On or About January 2016, I began to become wary of my mortgage circumstance. I was thousands of dollars in default on my mortgage, and, up to this point, Preferred Law failed to obtain a modification. Thus, I contacted and subsequently hired an attorney named Tom Sulin.
13. In or around January 2016, I received notice from my lender informing me that our house was going into foreclosure. I immediately reached out to both Tom and Brianne. Brianne

told me that I should rest assured and that she is speaking with Wells Fargo. A true and correct redacted copy of this email correspondence is attached to this declaration as **Attachment D.**

14. In or around February 2016, I received an email from Brianne explaining that Preferred Law was unable to obtain a modification. I sent an email back to Brianne requesting for a refund. No one responded to my refund request email.
15. In or around the spring of 2016, after it became apparent that Preferred Law was not going to respond to my email, I decided that I needed to take action before my house was foreclosed. My attorney, Tom, worked directly with America's Servicing Company, and he was able to prevent a foreclosure of my house. Tom was also able to obtain a modification for my mortgage, and the amount that I was in default on my mortgage was added onto my monthly payments. The modification consisted of three initial trial payments, of which I paid on time.
16. I paid Preferred Law a total of approximately \$3,900. I never received a modification from Preferred Law, and I am unsure if Preferred Law even submitted a modification application to American Servicing Company. Preferred Law was not authorized to practice law in Maryland and that is why they could not help me with the foreclosure situation.

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Elkridge, Maryland this 26 day of November, 2017.

Shen Chenock

ATTACHMENT A

From: Thomas Sulin
To: Liles, Alexander
Subject: Fwd: Debit Card Transaction Notification
Date: Thursday, July 27, 2017 1:16:39 PM

----- Forwarded message -----

From: Sheri Charnock [REDACTED]
Date: Wed, Jun 7, 2017 at 12:19 PM
Subject: Fwd: Debit Card Transaction Notification
To: tms@nagerlaw.com

Sheri Charnock
[REDACTED]

-----Original Message-----

From: Market USA FCU Notifications <notifications@marketusafcu.com>
To: SCHARNOCK [REDACTED]
Sent: Sat, Sep 5, 2015 6:54 am
Subject: Debit Card Transaction Notification

Dear Sheri Charnock,

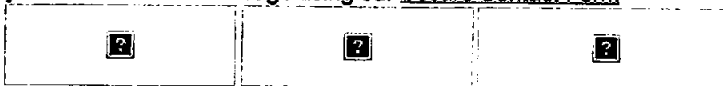
RE: Account ending in ***** [REDACTED]

A debit card transaction from PREFERRED LAW, PLLC 801-913-5504 UT in the amount of \$650.00 posted against your VIP CHECKING account on 9/5/2015 at 03:52AM. The current balance of your account is \$2,404.46.

If you did not initiate this transaction or have any questions about your account, please contact our Member Service Call Center at the number below.

Our Summer Loan is still available! Borrow up to \$3,000 for 12 months at a great low rate. Apply online or call [800-914-4268](tel:800-914-4268). Offer expires September 30, 2015.

Thank you for choosing Market USA Federal Credit Union. We value your membership and look forward to serving your future financial needs. This e-mail was sent from a notification-only address that cannot accept incoming e-mail; please do not reply to this message. If you have any questions regarding this email or about your account, please call our Member Service Center at [301-586-3400](tel:301-586-3400), [800-914-4268](tel:800-914-4268) or you can send us a message using our [Secure Contact Form](#)



If you no longer wish to receive e-Statements/e-Alerts, please visit the Market USA Federal Credit Union web site and access the e-Statements tab through Internet Banking to stop this service.



--

Thomas M. Sulin, Esq., Of Counsel

Nager Law Group, LLC

8180 Lark Brown Road, Suite 201

Elkridge, MD 21075

Mobile Phone: 410.903.0436

Fax Number: 443.701.9668

From: Thomas Sulin
To: Lifes, Alexander
Subject: Fwd: Debit Card Authorization Notification
Date: Thursday, July 27, 2017 1:16:10 PM

----- Forwarded message -----

From: Sheri Charnock [REDACTED]
Date: Wed, Jun 7, 2017 at 12:20 PM
Subject: Fwd: Debit Card Authorization Notification
To: tms@nagerlaw.com

That's all of them, please let me know you received them!

Sheri Charnock
[REDACTED]

-----Original Message-----

From: Market USA FCU Notifications <notifications@marketusafcu.com>
To: SCHARNOCK [REDACTED]
Sent: Fri, Sep 4, 2015 5:51 pm
Subject: Debit Card Authorization Notification

Dear Sheri Charnock,
RE: Account ending in ***** [REDACTED]

A debit card transaction from PREFERRED LAW, PLLC SANDY UT in the amount of \$650.00 was authorized against your VIP CHECKING account on 9/4/2015 at 05:46PM. If you did not initiate this transaction or have any questions, please contact our Member Service Call Center at the number below.

Thank you for choosing Market USA Federal Credit Union. We value your membership and look forward to serving your future financial needs. This e-mail was sent from a notification-only address that cannot accept incoming e-mail; please do not reply to this message. If you have any questions regarding this email or about your account, please call our Member Service Center at [301-586-3400](tel:301-586-3400), [800-914-4268](tel:800-914-4268) or you can send us a message using our [Secure Contact Form](#). Our Summer Loan is still available! Borrow up to \$3,000 for 12 months at a great low rate. Apply online or call [800-914-4268](tel:800-914-4268). Offer expires September 30, 2015.



If you no longer wish to receive e-Statements/e-Alerts, please visit the Market USA Federal Credit Union web site and access the e-Statements tab through Internet Banking to stop this service.

—
Thomas M. Sulin, Esq., Of Counsel
Nager Law Group, LLC
8180 Lark Brown Road, Suite 201
Elkridge, MD 21075
Mobile Phone: 410.903.0436
Fax Number: 443.701.9668

ATTACHMENT B

MY VERIZON SUPPORT WATCH FIOS TRENDING

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CONVERSATIONS

CONTACTS

CALENDAR

SETTINGS

Email

Brienne Whitmire (14) Modification

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Sent

Drafts (18)

SpamDetector

Empty

Trash (305)

Empty

My Folders



Message Center Storage



Brienne Whitmire | bwhitmire@preferred | Add to Contacts

Tuesday, Oct 20 03:42 PM | Hide Details | View source

reply-to: bwhitmire@preferredlawteam.com
to: [REDACTED]**Modification**

Gary and Sheri,

Your lender is still moving the file along and they are requesting the follow

- 2014 tax returns signed and dated
- P&L needs to be signed and dated
- Verification Of Employment for Sheri on Company Letter Head
- Need to label business income in the bank statements
- Need to label Business expenses in bank statements

I just wanted to provide you with an update.

If you have any questions or concerns please don't hesitate to contact me.

--Thanks

--Brienne Whitmire

Negotiator

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Branne Whitmire (14) Re: 2014 taxes

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Trash (305)

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Brianne Whitmire | bwhitmire@preferred | Add to Contacts

Friday, Oct 23 08:41 PM | Hide Details | View source

reply-to: bwhitmire@preferredlawteam.com
to: Sheri Charnock [REDACTED]

Re: 2014 taxes

I did receive your fax this morning. It looks like the only thing that is missing at

On Thu, Oct 22, 2015 at 1:28 PM, echarnock [REDACTED] wrote:

I faxed over to you this morning the 2014 taxes, was everything
Mindy the CPA. If you like I will send her over an e-mail stating
business, I give her my permission to talk to her when ever nee

--Thanks

--Brianne Whitmire
Negotiator
American Home Loan Counselors

8180 S 700 E #110
Sandv IIT R4070

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Brienne Whitmire (14) Re: P & L

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Trash (305)

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[Redacted folder names]



Brienne Whitmire | bwhitmire@preferred | Add to Contacts

Monday, Oct 26 04:49 PM | Hide Details | View source

reply-to bwhitmire@preferredlawteam.com
to Sheri Charnock [Redacted]

Re: P & L

I did and I faxed it over to the lender.

On Mon, Oct 26, 2015 at 1:38 PM, scharnock [Redacted] wrote:

Writing to you to make you received the profit and loss statement

--Thanks

--Brienne Whitmire
Negotiator
American Home Loan Counselors

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Sandy UT 84070

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Brienne Whitmire (14) Re: ASC

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 Brienne Whitmire | bwhitmire@preferredlawteam.com | [Add to Contacts](#)
 Wednesday, Nov 4 03:57 PM | [Hide Details](#) | [View source](#)
 reply-to: bwhitmire@preferredlawteam.com
 to: Sheri Charnock 

Re: ASC

I did and we have already submitted that information over to your lender.

On Wed, Nov 4, 2015 at 1:29 PM, scharnock  wrote:

Making sure you received the papers I faxed over a couple of papers do I?

--Thanks

--Brienne Whitmire
 Negotiator
 American Home Loan Counselors

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Brianne Whitmire | bwhitmire@preferred | Add to Contacts

Thursday, Nov 12 04:52 PM | Hide Details | View source

reply-to bwhitmire@preferredlawteam.com
to Sheri Chamock [REDACTED]

Modification

Sheri,

I did speak with American Servicing and they are requesting the following docum

- 2 most recent pay stubs for you

That is the only thing that is missing at this time. Once I receive those document

--Thanks

--Brianne Whitmire
Negotiator
American Home Loan Counselors8180 S 700 E #110
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801.386.5100 EXT 233

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 **Brienne Whitmire** | bwhitmire@preferredl | [Add to Contacts](#)
 Tuesday, Dec 1 08:05 PM | [Hide Details](#) | [View source](#)
 reply-to: bwhitmire@preferredlawteam.com
 to: Sheri Charnock 

Modification

Hello,

Your lender is still moving the file along and stating that no new informat

Just wanted to provide you with an update, even if it is just to inform you

Please send in bank statements and utility bill as you receive them so we
 contact you and let you know.

Feel free to email or call me if you have any additional questions.

--
 --Thanks

--Brienne Whitmire

Negotiator

American Home Loan Counselors

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Brienne Whitmire (14) Re: wondering

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Brienne Whitmire | bwhitmire@preferred | Add to Contacts

Tuesday, Dec 8 07:03 PM | Hide Details | View source

reply-to: bwhitmire@preferredlawteam.com
to: Sheri Charnock [REDACTED]**Re: wondering**

I did receive them this morning. From the information that I have received the f
On Mon, Dec 7, 2015 at 10:09 AM, scharnock <[REDACTED]> wrote:

Did you get the bank statement, tax information for our home?

--Thanks

--Brienne Whitmire
Negotiator
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ATTACHMENT C

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Brienne Whitmire (14) Re: P & L

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Brienne Whitmire | bwhitmire@preferred | Add to Contacts

Tuesday, Oct 27 02:27 PM | Hide Details | View source

reply-to bwhitmire@preferredlawteam.com
to Sheri Charnock [REDACTED]

Re: P & L

1 Attachment Download

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We are waiting to find out if they have a complete package or not. Once they have and we will not know how much your mortgage payments will be until that point. Once I sent them directly out I will not have an update for you for a couple of days. I will

On Tue, Oct 27, 2015 at 3:21 AM, scharnock [REDACTED] wrote:

How far are we in the process of knowing what our new mortgage owe ASC each month? What other processes have to be done report please, thank you for all your help.

--Thanks

--Brienne Whitmire
Negotiator

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Brienne Whitmire (14) Re: case

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Drafts (16)

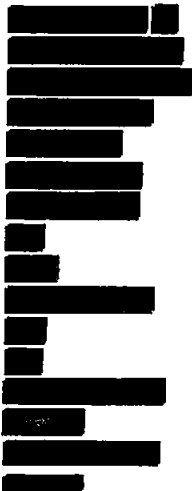
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Brianne Whitmire | bwhitmire@preferredl | Add to Contacts

Tuesday, Nov 3 06:12 PM | Hide Details | View source

reply-to: bwhitmire@preferredlawteam.com
to: Sheri Charnock [REDACTED]

Re: case

File is being reviewed at this time to see if there is a complete file.

On Mon, Nov 2, 2016 at 1:27 PM, scharnock [REDACTED] wrote:

Hi Breanne,

I'm writing to you to find out how things are going with ASC? C
point, thank you

--Thanks

--Brianne Whitmire
Negotiator

American Home Loan Servicing

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Branne Whitmire (14) Rs: wondering

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 **Brianne Whitmire** | bwhitmire@preferred | [Add to Contacts](#)
Monday, Nov 30 05:42 PM | [Hide Details](#) | [View source](#)

reply-to: bwhitmire@preferredlawteam.com
 to: **Sheri Chamock** 

Re: wondering

Sheri,

I am working on the file I should have an update for you tomorrow.

On Sat, Nov 28, 2015 at 7:46 AM, scharnock <[REDACTED]> wrote:

How are thing going? are we close to getting a new mortgage

--Thanks

--Brienne Whitmire
Negotiator
American Home Loan Counselors

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Brienne Whitmire (14) Re: problems Re: wondering

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 **Brianne Whitmire** | bwhitmire@preferred | Add to Contacts
 Monday, Dec 21 01:18 PM | Hide Details | View source
 reply-to: bwhitmire@preferredlawteam.com
 to: Sheri Chamock [REDACTED]

Re: wondering

I am currently reviewing the financial documents as I stated last week. I should be
 is just letting you know who the case manager is.

On Mon, Dec 21, 2015 at 10:12 AM, schamock <[REDACTED]> wrote:

How are things going? Please tell me everything is going to be
 pay the mortgage, but it has to be on what we can afford to pay
 received from ASC on Friday, I faxed them over to you as soon

--Thanks

--Brianne Whitmire
 Negotiator
 American Home Loan Counselors

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**Emati**

Branne Whitmore (14) Re: problems

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Drafts (15)



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Trash (306)

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 **Brianne Whitmire** | bwhitmire@preferred | [Add to Contacts](#)
Tuesday, Jan 12 08:55 PM | [Hide Details](#) | [View source](#)
 reply-to: bwhitmire@preferredlawteam.com
 to: Sheri Chamock 

Re: problems

Ok thank you.

On Tue, Jan 12, 2016 at 4:15 PM, scharnock [REDACTED] wrote:

I am having problems getting into my Market USA account, the can't get to my December bank statements. Just so you know either. when I can get this problem with the bank taken care o

-Thanks

**--Brienne Whitmire
Negotiator.
American Home Loan Counselors**

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Sandy UT 84070

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ATTACHMENT D

MY VERIZON SUPPORT WATCH FIOS TRENDING



Sear

CONVERSATIONS

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SETTINGS

Email

Branne Whitmire (17) Modification

Compose

Delete Spam Move To Actions

Inbox



Brianne Whitmire | bwhitmire@preferred | [Add to Contacts](#)

Friday, Jan 29 04:27 PM | [Hide Details](#) | [View source](#)

Sent

reply-to bwhitmire@preferredlawteam.com
to Sheri Chamock [REDACTED]

Drafts (17)

Modification

Spam Detector

Empty

Trash (305)

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Sheri,

My Folders

I did try to reach out to you after I spoke with Wells Fargo. I also received an e Wells Fargo and confirmed that there is no sale date on your home as well as con that there was a sale date on your home. As I stated in previous conversations if you are scared but please rest assured I am speaking with the lender and am wor address those properly and get the answers that you are looking for.

-Thanks

—Brienne Whitmire

Negotiator

American Home Loan Counselors

8180 S 700 E #110

Sandy UT 84070

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EXHIBIT 19

DECLARATION OF TIMOTHY JAMES

**DECLARATION OF TIMOTHY JAMES
PURSUANT TO 28 U.S.C. § 1746**

I, Timothy James, make the following statement:

1. I am a U.S. citizen over the age of 18 residing in Chicago, Illinois. I have personal knowledge of the facts stated below.
2. My mother had been having trouble paying her mortgage for a few years. She had obtained a couple of modifications, most recently in or around March 2017. However, she was still having trouble paying the mortgage in or around May 2017, so I was trying to help her obtain a modification. My mother's lender, Nationstar Mortgage ("Nationstar") rejected the modification application on or around May 31, 2017. Around that time, a friend of mine told me that he contacted Nationstar about my mother's mortgage, and a Nationstar employee told him there was a company called American Home Loans that could assist us in obtaining a modification.
3. I contacted American Home Loans and spoke with a representative who said that American Home Loans could negotiate a modification for us. I told the representative that we were referred to American Home Loans through Nationstar. The representative said that American Home Loans was familiar with a number of lenders and obtained modifications all the time. One of the first things the American Home Loans representative said was that a modification was guaranteed. The American Home Loans representative said that the process would take about two or three months, and that we would have to pay approximately three installments of \$1,300 in order to sign up with American Home Loans. The representative said that the second two installments would be charged after American Home Loans completed a certain amount of work on our case,

but that we had to pay the first installment up front. The representative said that if for some reason we were not able to obtain a modification, I would get my money refunded.

4. My mother and I decided to sign up with American Home Loans. The mortgage was in my mother's name, but I paid American Home Loans and was the main point of contact.
5. On May 31, 2017, I received an email from Paul Cysewski at American Home Loans that had some paperwork. Paul's email said that once American Home Loans received the paperwork, it would start immediately working on my modification, which would protect us from our lender foreclosing on the home or harassing us. The paperwork consisted of a borrowers' authorization form, a payment form, a service guarantee agreement, and a consumer advocacy agreement. Most of the paperwork had a logo for American Home Loans on it, but the borrowers' authorization form was on the letterhead of a company called Consumer Link, Inc. The guarantee agreement said that American Home Loans guaranteed that a modification or home foreclosure alternative would be secured conditioned on certain terms, such as allowing Consumer Link to process the modification and forwarding all communications from the lender. The guarantee agreement also included a logo at the bottom of the page that said "Friends of Making Home Affordable." True and correct redacted copies of Paul's email and the initial paperwork are attached to this declaration as *Attachment A*.
6. I sent back the requested paperwork during or around the same week I received it. American Home Loans withdrew the first payment of \$1,300 from my checking account on or around June 6, 2017.
7. Very soon after we signed up with American Home Loans, it contacted us to say that it could not obtain a modification for us at that time. The representative told me that we

would have to wait a couple of months in order for American Home Loans to obtain a modification for us, because my mother had recently obtained a modification that year. American Home Loans had told me that I could request my money back if it was not able to obtain a modification, so I did so. The American Home Loans representative told me to send in a form requesting a refund and American Home Loans would process it.

8. In or around August, I sent in the documentation American Home Loans requested in order to give me a refund. I did not hear back from American Home Loans, so I contacted the company and was told that American Home Loans never received the refund request.
9. In or around August, I sent in a second request for a refund. On August 14, 2017, I received an email from the Audit Department. The email said that the Audit Department would make a decision on the refund request by September 11, 2017. On August 16, 2017, I received an email from the Audit Department stating that it moved my file forward and would have a decision on my file within ten business days.
10. I heard nothing from American Home Loans for about a month after submitting the second refund request, so on or around October 14, 2017, I filed a complaint with the Better Business Bureau ("BBB"). At some point after I filed a complaint with the BBB, a friend called American Home Loans a couple of times to complain on my behalf.
11. On October 19, 2017, the Audit Department responded to my email that it would only refund me \$300 because of the work that it did. At some point, someone from American Home Loans indicated to me that American Home Loans would not refund me the entire amount in part because someone had called to harass American Home Loans on our behalf. These explanations for why I could not receive a full refund did not make sense

to me. I responded to the Audit Department's email saying that American Home Loans had done no work for us. Additionally, I mentioned that American Home Loans previously told me it had all the information it needed to process my refund request in early September 2017, so subsequent follow-up calls inquiring about the refund from my friend should not have affected that decision. I refused the refund offer of \$300 because I was promised a full refund of \$1,300. True and correct redacted copies of my August 14, August 16, and October 19 emails with the Audit Department are attached to this declaration as *Attachment B*.

12. Around the same time, I made arrangements for a friend to fly to Las Vegas and visit an address associated with American Home Loans at 500 North Rainbow Blvd., Suite 300 Las Vegas, NV 89107. My friend communicated to me that she visited the location in Las Vegas and American Home Loans did not have a physical presence at this address.
13. At some point, I called Nationstar and spoke with a representative about American Home Loans' failure to provide the services it promised. I told the representative that my friend received a referral to American Home Loans from Nationstar. The representative said that Nationstar would look into the situation, and normally does not refer customers to third-party companies that provide modification. Shortly after that time, we received a letter from Nationstar's fraud department. The letter said that the fraud department was aware of the situation and that it was important to be careful when dealing with third-party mortgage assistance companies.
14. American Home Loans did not obtain a modification for us or refund my money, even though it promised me it would do both of those things. I do not even know if American Home Loans even submitted an application to modify my mother's mortgage. No one at

American Home Loans told me that our lender might not agree to modify the loan, even if we used the company's services. In fact, American Home Loans guaranteed me that we would be able to obtain a modification. No one at American Home Loans told me that the company was not associated with the government and its service was not approved by the government or any lender. In fact, I was referred to American Home Loans through our lender and so I believed it was a legitimate company. No one at American Home Loans told me that if my mother stopped paying the mortgage, she might lose her home or damage her credit. No one from American Home Loans ever told me that we might stop doing business with them at any time or reject an offer of mortgage assistance that our lender offered without having to pay the company for the services.

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Chicago, Illinois this 20th day of December, 2017.


Timothy James

Attachment A

From: Timothy James
To: Feldstein, Elizabeth
Subject: Pearlman Flemings info
Date: Tuesday, December 05, 2017 10:29:34 AM
Attachments: 1 - CONSUMER LINK - BA - 03-02-2017.pdf
AHL - PF- Flemings, Pearline.pdf
AHL-Guarantee Letter - Flemings, Pearline.pdf
AHL - CAA - Flemings, Pearline.pdf

--- On Wed, 5/31/17, Paul Cysewski <pcysewski@americanhomeloans.com> wrote:

> From: Paul Cysewski <pcysewski@americanhomeloans.com>
> Subject: Transition Documents to be Returned
> To: [REDACTED]
> Date: Wednesday, May 31, 2017, 4:31 PM
> Welcome Anthony and
> Timothy,
>
> Please follow the instructions below and return
> the signature pages asap. Once I have the
> signed documents in hand you will be assigned a Defense
> Team and will be contacted within 48 hours. Check emails
> and voice mail daily. I will also be available to assist you
> all through the process.
> As we discussed, please find
> the following forms attached: 1) Borrower's
> Authorization 2) Payment Forms 3) Guarantee
> Agreement 4) Service
> Agreement
> Please print out
> all documents. Fill in your billing information,
> including the payment method then fill out all other
> requested information. Sign and date the documents then
> return them within 24-48 hours by one of the following
> methods. Fax it to: (888)334-7255 or scan and email
> them back to me. Once the forms are received work will start
> immediately on your modification, which will protect you
> from your lender foreclosing or harassing you in any
> way. Please make sure that you also make a copy of a
> voided check and fax it along with the documents as
> well.
>
> Thank You,
>
> Paul Cysewski
> Advanced Senior Advisor
>
> 888-980-7834
> 888-334-7255 Fax Number
>
>
>
>
>

> Website links:

>

>

> Success Stories: For past home loan modification

> references, go to: <http://www.attorneyloanmodifications.com/success-stories/>

>

>

> Confidentiality Notice: This message, including any

> attachment(s), may contain confidential information

> protected by law. The information contained herein is for

> the sole use of the intended recipient(s). If you have

> received this message in error, please contact the sender at

> the e-mail address listed above and destroy all copies of

> the original message, including any attachments. Thank

> you.

>



Consumer Link, Inc.
200 S. Virginia, 8th Floor
Reno, NV 89501
Phone: (888) 980-7317
Fax: (888) 224-6524

Borrower(s) Authorization

Date: _____ Account Number: _____

Lender: _____ (Name of First Lender)

The undersigned borrower(s) do hereby appoint Consumer Link, Inc., acting by and through its employees, staff and agents, as the authorized agents of the undersigned and to negotiate and act on behalf of the undersigned with respect to avoiding foreclosure of the following real property:

(Address of Property)
(City, State, Zip)

As necessary to carry out the above, Consumer Link, Inc., acting by and through its employees, staff and agents, are expressly authorized, on behalf of the undersigned, to:

1. Communicate with my creditors, home lender, and financial institutions to obtain any and all information regarding my accounts or debts that I may owe, including for example the account balances, payment history, verification of the account and any other information necessary to allow Consumer Link, Inc. to evaluate and formulate settlement, modification relief services, or payment offers on my behalf.
2. Make good faith settlement or payment offers on my behalf. This authorization shall expire six (6) months from the date above unless rescinded in writing prior to that date.

Borrower:

Co-Borrower:

Signature

Signature

Printed Name

Printed Name

Social Security Number

Social Security Number

Date of Birth

Date of Birth

Authorized REPRESENTATIVES of Consumer Link, Inc. that can be reached at (888) 980-7317: • Jonathan Hanley • Sandra Hanley • Bobbi Collins • Shannon Martinez • Rebecca Peace • Mia Apcho • Alli Parkinson • Cameron James • Vince Salas • Elizabeth Austin • Alicia Zuniga • Xela Larios • Kristin Hafoka • Victoria Torres •

Authorization

PX19 - 9



Payment Form

American Home Loans, LLC Representative: Paul Cysewski

Client Information:

Name: Pearlline Flemings

Phone: Anthony (son) Cell: [REDACTED] / Timothy (son) Cell: [REDACTED] Home:

E-mail: [REDACTED]

Physical Address: [REDACTED], Chicago, IL, [REDACTED]

Billing Information:

Bank Name: _____

Routing #: _____

Account #: _____

Daily limit if any: _____

Billing Address: _____

Payment Schedule:

	Date	Amount
1	06/02/2017	\$1,300.00
2	07/07/2017	\$1,300.00
3	08/04/2017	\$1,300.00
TOTAL		\$3,900.00

Client's Signature:

Date: _____

Sign here ► _____

Page 1 of 1
Payment Form



May 31, 2017

Pearline Flemings

Co- Borrower:

██████████
Chicago, IL. ██████████

Re: **Service Guarantee Agreement**

Dear Pearline:

American Home Loans, LLC welcomes you. We hope to shortly assist you with submitting a Qualified Written Request and forwarding your file to Consumer Link, Inc. for processing. Our services are detailed in the "Consumer Advocacy Agreement" letter. Once all of your information and documentation is received, and unless you direct otherwise in writing, Consumer Link will initiate your modification services and will be your primary contact throughout the process.

Based on the past performance of Consumer Link and our knowledge of your factual situation, American Home Loans hereby GUARANTEES that a modification or home foreclosure alternative pursuant to the HAFA program will be secured for you conditioned upon the following terms:

- ☐ You allow Consumer Link to process the modification and you promptly cooperate with Consumer Link and American Home Loans at all times.
- ☐ All communications from your lender, if any, are immediately forwarded to Consumer Link.
- ☐ All documents will be submitted when requested by the deadlines given.
- ☐ There will be no significant changes to your current circumstances.
- ☐ All relevant information provided by you is entirely accurate and complete.
- ☐ All payments to American Home Loans made on time per the payment schedule.
- ☐ Any and all disputes between the parties related to this agreement and American Home Loans shall be governed by the terms of the "Consumer Advocacy Agreement."
- ☐ This agreement constitutes the entire agreement between the parties relating to the transactions contemplated hereby and all other prior or contemporaneous agreements, promises, claims, understandings, representations and statements, oral or written, are merged into this agreement.

American Home Loans, LLC





May 31, 2017

Pearline Flemings

Co- Borrower:

Chicago, IL. [REDACTED]

Re: **Consumer Advocacy Agreement**

Dear Pearline:

Please find enclosed the "Terms and Conditions" governing the services provided through American Home Loans, LLC.

	<i>Borrower</i>	<i>Co-Borrower (if any)</i>
Name(s)	_____	_____
Street Address	_____	_____
City, State, Zip	_____	_____
Phone Number	_____	_____
E-mail	_____	_____

I (We), the above-named Client(s)/Borrower(s), affirm that I (we) have received, read, and understand the "Terms and Conditions" provided below, and AGREE to the terms thereof.

Client:

Date: _____ Sign here ► _____

Client Name: _____

Co-Client:

Date: _____ Sign here ► _____

Client Name: _____

Page 1 of 6
Consumer Advocacy Agreement

TERMS AND CONDITIONS

IN CONSIDERATION of the promises and covenants of the parties to this agreement (the "Agreement"), the above-named Client and co-Client(s) (collectively referred to as "Client" or "Borrower"), American Home Loans, LLC ("American Home Loans"), and the other intended beneficiaries of this Agreement, hereby agree as follows:

1. **Scope of Services.** Client hereby appoints American Home Loans to provide consumer home and loan management counseling and education, to examine his or her federal rights, to assist with consumer document preparation and collection, to examine Client's credit situation, and to continually cooperate with all services performed on Client's matter, including providing mutual online access to Client's file and process supervision. The services and fees are set out herein and are billed on a monthly basis.

All state related matters related to Client's matter, if any, will be immediately forwarded, with Client's permission, to local counsel and will not be governed by the terms of this Agreement. American Home Loans is not acting as Client's attorney in any capacity. Client acknowledges and agrees that American Home Loans only provides consumer counseling, cooperates with, and educates Client with respect to various federal rights and protection identified under federal law, including the Equal Credit Opportunity Act (ECOA), Fair Credit Reporting Act (FCRA), Real Estate Settlement Procedures Act (RESPA) and the Truth In Lending Act (TILA), Making Home Affordable Program (MHA), Home Affordable Modification Program (HAMP), FHA-HAMP, Home Affordable Foreclosure Alternatives Program (HAFA), Home Affordable Refinance Program (HARP), Home Affordable Unemployment Program (UP), Second Lien Modification Program (2MP), Treasury/FHA Second Lien Program (FHA2LP), and other federally derived programs and laws. These services also include providing paperwork for Client's pro-se submission of any Qualified Written Request (completed by Client) pursuant to the TILA 15 U.S.C. § 1601, et seq., the Fair Debt Collection Practices Act (FDCPA) and RESPA, codified as Title 12 § 2605 (e)(1)(B) and Reg. X § 3500.21(f)2 of the United States Code. In accordance with state and federal law, American Home Loans does NOT perform the following services: foreclosure rescue and prevention services, loss mitigation services, foreclosure consultation, loan modification assistance, debt negotiation or adjustment, or other state related relief. All home loan assistance, if any will be directed to Consumer Link, Inc. ("Consumer Link"), a nonprofit corporation, an alternative competent mortgage assistance relief service, a HUD approved housing counseling agency, or local counsel, which shall not be governed by the terms of this Agreement unless stated otherwise. There is no charge for this service.

Client agrees American Home Loans may engage the service of, and release Client's financial and other confidential information to Consumer Link, local counsel, or a mortgage assistance relief service on behalf of Client as American Home Loans deems necessary unless directed otherwise by Client in writing. Client acknowledges and agrees that American Home Loans is an entirely separate entity from Consumer Link, Inc., HUD approved counseling agencies, and Client's local counsel. Client acknowledges and agrees that American Home Loans shall not be governed by any promises or guarantees made by any other entity, and any claim by Client related to any purported promises or guarantees shall be directed to such other entity and not American Home Loans.

Page 2 of 6
Consumer Advocacy Agreement

2. **Payment for Services.** Client agrees to pay American Home Loans on at least a monthly basis for services rendered. Client agrees to pay the total amount of \$3,900 in accordance with the fee schedule identified under "Payment Form." If Client continues using the services of American Home Loans beyond the fee schedule, Client agrees to pay the continuity amount of \$297 per month until such time American Home Loans's services are complete.

Borrower's Initials: _____ **Co-Borrower's Initials:** _____

10% Reduction of Principal Contingency Fee. If applicable under state law, Consumer Link, Inc. may at your discretion negotiate to reduce or discharge the secured debt including any second mortgage attached to your property. *Only if* Consumer Link, Inc. is successful and you agree to the lender's offer, you AGREE to pay a contingency fee to Consumer Link, Inc. or its assigns in the amount of 10% of the total debt forgiven as a result of the negotiation with respect to the property. This Debt Reduction Contingency Fee must be paid over a period not to exceed five years in equal monthly payments at 4% annual interest. Consumer Link, Inc. (and American Home Loans, LLC) makes no guarantee, instruction, or claim regarding the potential tax consequences of debt forgiveness.

Borrower's Initials: _____ **Co-Borrower's Initials:** _____

3. **Litigation and Attorney Fees Not Included.** Unless otherwise agreed to in writing and signed by the parties, American Home Loans will *not* be assisting, representing, or forming an attorney-client relationship with Client in any manner or capacity. Legal services shall NOT be covered by this Agreement and will be handled through local counsel only.
4. **Client's Obligations.** Client AGREES to the following:
- a. Client shall immediately notify American Home Loans or Consumer Link if Client receives telephone calls, e-mails or any other correspondence from his or her lender or lender's attorney(s).
 - b. Client shall provide both American Home Loans and Consumer Link with accurate and current financial information and financial history as requested by either entity and shall cooperate with ongoing requests and shall communicate any material change of circumstances to Client. Client agrees to submit the completed American Home Loans financial package within ten (10) days from the date of this Agreement (or such time frame agreed upon in writing between Client and American Home Loans).
 - c. Client shall make all payments as detailed above and on the document titled "Payment Form." Client acknowledges that any rejected or delayed payments will result in a fee payable to American Home Loans in the amount of \$25 for each NSF payment and a \$50 fee for payment rescheduling.
 - d. Client agrees that should Client use a credit card to pay for American Home Loans's services, CLIENT AGREES NOT TO CHARGEBACK THE CARD for any reason. In the event that Client breaches this provision and chargebacks his or her credit card, Client agrees that liquidated damages of \$250 shall be applied to Client's account in addition to all other remedies provided in this

Page 3 of 6
Consumer Advocacy Agreement

Agreement and under law. This amount represents a reasonable estimate of the costs involved in disputing a chargeback with the credit card company.

5. **Withdrawal from Agreement.** American Home Loans reserves the right to IMMEDIATELY withdraw from assisting Client (which shall include Consumer Link for purposes of this paragraph) or place Client's file on hold if, among other things, Client fails to honor the terms of this Agreement, including non-payment or untimely payment to American Home Loans; failure to cooperate with or follow advice on a material matter, or if any fact or circumstance arises that would render continuing work unlawful or unethical. Upon withdrawal, American Home Loans shall be entitled to any and all fees earned to that point, including fees necessary to close Client's account, and shall return any and all unearned fees to Client.
6. **Confidentiality.** Client agrees to not disclose to third parties, other than Client's attorney(s) or financial advisor(s), any information obtained from American Home Loans, including the forms used in this transaction or other proprietary information obtained from American Home Loans in the course of receiving service from American Home Loans.
7. **Limitation of Liability (Fee Paid); Single Defendant.** Subject to the arbitration and small claims provisions below, and notwithstanding any other provision, Client AGREES that any and all claims for damages by Client against American Home Loans (which shall include for purposes of this paragraph Consumer Link and any other marketing or related entity) for any and all reasons whatsoever shall be strictly LIMITED only to the FEE paid by Client to American Home Loans pursuant to this Agreement and Client agrees to only name American Home Loans (and no other entity or other person) as the ONLY defendant. Notwithstanding any other provision, Client agrees to pay ALL attorney's fees by American Home Loans, Consumer Link, or other related entity/person incurred in enforcing the terms of this provision.
8. **Amendments.** This Agreement, including all Addendums, may not be superseded, amended or added to except by a separate agreement in writing, signed by the parties hereto, or their respective successors-in-interest.
9. **Indemnity.** So far as permitted under law, Client agrees to indemnify and hold American Home Loans (including Consumer Link and any other related entity or person) harmless from any and all liability, loss or expenses (including attorney's fees and costs) arising out of or relating to the real property identified herein, Client's lender arrangement, or the services provided by American Home Loans for Client pursuant to this Agreement.
10. **Interpretation/Applicable Law/Venue.** This Agreement is made in the State of Utah, and shall be construed pursuant to the laws of the State of Utah, without reference to any conflict of laws provisions and/or procedures which may otherwise apply. Subject to the small claims court and arbitration provisions below, the parties to this Agreement (including Consumer Link or other related entity) further agree that the venue for the resolution of any dispute between the parties arising out of this Agreement shall be proper only in Salt Lake County, Utah.
11. **Collection.** Notwithstanding any other provision of this Agreement, should Client fail in any manner to timely pay American Home Loans for its services as described in this Agreement and the document titled

Page 4 of 6
Consumer Advocacy Agreement

"Payment Form," Client AGREES to pay any and all attorney's fees and costs, incurred by American Home Loans or any other authorized collection entity in collecting the same. Client AGREES that American Home Loans or its authorized agent may use any and all personal, employment, financial, confidential, and other information supplied by Client to American Home Loans, including information obtained from Client's lender(s), financial institution(s), family, etc., in pursuing collection against Client.

12. **Partial Invalidity.** If any court of competent jurisdiction holds any sentence, term, or provision of this Agreement to be illegal or invalid, said sentence, term, or provision shall be deemed to be severed and deleted; such deletion shall not affect the validity of the remaining terms and provisions of this Agreement.
13. **Small Claims Court and Arbitration.** Excluding collection proceedings against Client as described above, any and all disputes between the parties, including claims against Consumer Link and any other marketing or related company, *shall* be resolved by submission to and litigation in the SMALL CLAIMS DIVISION OF THE SALT LAKE COUNTY JUSTICE COURT OF UTAH. If for any reason the dispute is not within the jurisdiction of the Small Claims division of the American Home Loans, then the dispute *shall* be resolved by *binding* arbitration in SALT LAKE COUNTY, UTAH, without appeal, and any award rendered thereunder may be entered in any court of competent jurisdiction. Excluding collection proceedings against Client as described above, the prevailing party shall NOT be awarded attorney's fees and costs.

CLIENT AGREES THAT THESE ARBITRATION TERMS SHALL BE GOVERNED BY THE FEDERAL ARBITRATION ACT (CODIFIED AT 9 U.S.C. § 1 ET SEQ.), WHICH PROVIDES FOR JUDICIAL FACILITATION OF PRIVATE DISPUTE RESOLUTION THROUGH ARBITRATION, AND AMERICAN HOME LOANS (AND OTHER ENTITIES) AND CLIENT CAN PURSUE ALL REMEDIES AVAILABLE UNDER THE FEDERAL ARBITRATION ACT IN COMPELLING ARBITRATION.

14. **Entire Agreement.** This Agreement and any follow-on addendums, including Addendum A, constitute the entire agreement between the parties relating to the transactions contemplated hereby and all other prior or contemporaneous agreements, promises, claims, understandings, representations and statements, oral or written, are merged into this Agreement.

Phases and Estimated Value of Services

Phase 1- Preliminary Review; File Underwriting

Initial adviser consultation and review. Preliminary federal review of the file. Underwriting of the file based on financial ratios for conformity to federal and/or lender specific guidelines and known policies and tolerances. Review and analysis of possible federal predatory lending issues and review of forensic examination if applicable. Borrower financial review including review and submission of Borrower's credit report if available. Submission of Borrower's documentation and information to a Mortgage Assistance Relief Service (e.g., Consumer Link, a nonprofit corporation, HUD Approved Housing Counseling Agencies, and/or local counsel) for submittal and/or escalation. Creation of online file for Borrower access to all documentation and review of all actions taken on behalf of Borrower.

Page 5 of 6
Consumer Advocacy Agreement

Phase 2 – Application and Processing Assistance

If necessary, providing paperwork for submission of Borrower's cease and desist letter by Borrower, Borrower's Authorization letter, and if applicable, RESPA & TILA letters. Preparation and submittal of package to a Mortgage Assistance Relief Service or nonprofit entity based on federal and/or lender specific guidelines, including analysis and compilation of income verification (e.g. profit and loss statements), expenses, etc. Review by Consumer Link for federal eligibility and compliance. Review for alternative federal options. Cooperation with Mortgage Assistance Relief Service, nonprofit entity, and/or local counsel for processing of Borrower's application.

Phase 3 – Verification and Supplemental Submissions

Secure confirmation that the package has been received and is in active review. Preparation and submittal of other necessary documents as needed including a Qualified Written Request pursuant to federal guidelines. Develop dialogue with Borrower and lender to ensure that loss mitigation process continues unabated with Mortgage Assistance Relief Service. Review of Mortgage Assistance Relief Service's preparation and submittal of supplemental or additional modification packages and income verification as required by the lender.

Phase 4 – Review and Analysis

Review and analysis of the documentation provided through Qualified Written Request submitted for Borrower. Collecting and submitting additional or updated information. Notes review and file supervision and maintenance. Follow-up on all lender correspondences.

Borrower's Initials: _____

Co-Borrower's Initials: _____

Attachment B

From: Timothy James
To: Feldstein, Elizabeth
Subject: AHL receipt of refund confirmation
Date: Tuesday, December 05, 2017 10:34:59 AM

-- On Mon, 10/9/17, Timothy James <[REDACTED]> wrote:

> From: Timothy James [REDACTED]
> Subject: Fw: Forms received to AHL confirmation for Anthony refund
> To: "Margaret Gibson" <[REDACTED]>
> Date: Monday, October 9, 2017, 11:13 AM

>

>

> On Monday, August 14, 2017 12:19 PM,
> Audit Department <audit@americanhomeloans.com>
> wrote:

>

>

> Timothy,

> Thank

> you for sending these back in.

> We

> will not initiate a full audit on your file regarding fees

> paid and work completed. This process can take

> us up to 30 days to complete.

>

> Therefore

> we anticipate a decision no later than September 11,

> 2017.

> Please feel free to email us with

> any questions you may have or to check the status of your
> request.

>

>

> -

> Regards,

> AMERICAN HOME LOANS AUDIT

> DEPARTMENT

>

>

> Confidentiality

> Notice: This message, including any attachment(s), may

> contain confidential information protected by law. The

> information contained herein is for the sole use of the

> intended recipient(s). If you have received this message in

> error, please contact the sender at the e-mail address

> listed above and destroy all copies of the original message,

> including any attachments. Thank

> you.

>

>

>

>

>

From: Timothy James
To: Feldstein, Elizabeth
Subject: Fw: AHL settlement communication
Date: Tuesday, December 05, 2017 10:41:11 AM

-- On Thu, 10/19/17, Timothy James <[REDACTED]> wrote:

> From: Timothy James <[REDACTED]>
> Subject: Re: Follow up
> To: "Audit Department" <audit@americanhomeloans.com>
> Date: Thursday, October 19, 2017, 5:58 PM
> Your
> company told us two days after you received the file that
> you could not do the modification. Most of the work done on
> the file on
> your part was delaying, obfuscating, and scheming on how you
> could get money for essentially doing nothing.
> Obviously
> you intended to do nothing until you were contacted by the
> BBB. We have documented all communication with you -
> including
> a statement sent in August saying that you had all necessary
> paperwork that you needed to make a decision. At that
> time you
> said you would have that decision within ten days.
> There
> was no abusive language until the last call this month. We
> were very patient up until that time. Saying multiple people
> had called your office is irrelevant since you already
> admitted that you had received everything you needed to
> resolve this issue. I will be forwarding all information to
> the BBB and filing a lawsuit against your company. We will
> also contact the CFPB if you do not return every penny of
> the money that you have essentially stolen. ,
>
>
> Timothy
> James
>
>
>
>
> On Thursday, October
> 19, 2017 4:44 PM, Audit Department
> <audit@americanhomeloans.com> wrote:
>
>
> Timothy,
> We have completed our full audit on
> your file and do show a partial refund can be offered in the
> amount of \$300.00
> We
> are not able to offer a full refund due to the amount of

> work done on your behalf in accordance with the fee
> agreement.
> Please let
> us know if you are accepting this offer so we can send out
> the necessary documents needed to release the
> funds.
>
>
>
>
> On Wed, Aug 16, 2017 at
> 9:42 AM, Audit Department <audit@americanhomeloans.com>
> wrote:
> Timothy,
> We are
> following up with you again per your voice mail to
> management. We have moved your file forward and will have
> a decision regarding your request within 10 business
> days.
> Once we have
> completed our audit we will email you our findings. Please
> let us know if you have further questions at this time.
>
> --
> Regards,
> AMERICAN HOME LOANS
> AUDIT
> DEPARTMENT
>
>
> Confidentiality
> Notice: This message, including any attachment(s), may
> contain confidential information protected by law. The
> information contained herein is for the sole use of the
> intended recipient(s). If you have received this message in
> error, please contact the sender at the e-mail address
> listed above and destroy all copies of the original message,
> including any attachments. Thank
> you.
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> --
> Regards,
> AMERICAN HOME LOANS
> AUDIT
> DEPARTMENT
>
>
> Confidentiality
> Notice: This message, including any attachment(s), may
> contain confidential information protected by law. The
> information contained herein is for the sole use of the
> intended recipient(s). If you have received this message in
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EXHIBIT 20

DECLARATION OF ELIZABETH FELDSTEIN

**DECLARATION OF ELIZABETH FELDSTEIN
PURSUANT TO 28 U.S.C. § 1746**

I, Elizabeth Feldstein, declare that:

1. I have personal knowledge of the facts as set forth below.
2. I am a citizen of the United States and am over eighteen (18) years of age. I am a Paralegal Specialist (“Paralegal”) for the Federal Trade Commission. I am presently assigned to the Division of Financial Practices in the FTC’s Bureau of Consumer Protection. My mailing address is 600 Pennsylvania Avenue, NW, Mail Stop CC-10232, Washington, D.C. 20580.
3. I have been a Paralegal with the FTC since August 2015. My responsibilities for the FTC include investigating suspected violations of consumer protection laws, including the Federal Trade Commission Act, and the Mortgage Assistance Relief Services Rule. In the normal course of carrying out my investigative responsibilities, I regularly use Internet search engines, electronic databases, spreadsheet software, and other software-based investigative and organizational tools. I also am the custodian of documents and other materials that the FTC collects in the course of many of the investigations to which I am assigned. I maintain all such evidence in my custody and control.
4. I have been assigned to work on the Commission’s investigation of the Defendants Consumer Defense, LLC (“Consumer Defense – Nevada”); Consumer Link, Inc. (“Consumer Link”); Preferred Law, PLLC (“Preferred Law”); American Home Loan Counselors; American Home Loans, LLC (“American Home Loans”); Consumer Defense Group, LLC, f/k/a Modification Review Board, LLC (“Consumer Defense Group”); Consumer Defense, LLC (“Consumer Defense – Utah”); Brown Legal, Inc. (“Brown Legal”); AM Property Management, LLC (“AM Property”); FMG Partners, LLC (“FMG Partners”); and Zinly, LLC

(“Zinly”) (collectively, the “Corporate Defendants”); and Jonathan P. Hanley; Sandra X. Hanley; and Benjamin R. Horton (collectively, the “Individual Defendants”).

5. During the investigation, the FTC obtained records from a number of private and public sources through compulsory process and other means. The records include, but are not limited to, records of corporate filings, records from banks and other financial institutions, and commercial contracts and account files. As the custodian of documents collected in the course of this investigation, I maintain all such evidence in my custody and control, either on a secure FTC server or in a secure filing cabinet. The records the FTC obtained are described more fully below, and many are appended as attachments to this Declaration. All records this Declaration references are available upon request.

Civil Investigative Demands

6. The Commission issued several Civil Investigative Demands (“CIDs”) to third parties to obtain evidence on the Defendants’ accounts with financial institutions, telecommunications, and internet service providers. Many of the documents received from CID recipients have been included as plaintiff’s exhibits, and I cite to these documents throughout my declaration.

7. Specifically, the FTC obtained evidence that is introduced through this declaration pursuant to CIDs to the following third-parties: Regus Management Group, LLC; Rocky Mountain Power Corporation; the Utah State Bar; GoDaddy.com, LLC; DomainsByProxy, LLC; ADP, LLC; JPMorgan Chase Bank, N.A.; Intuit, Inc.; Elavon Inc.; TSYS Merchant Solutions LLC; Fresno First Bank; First Data Corporation; and Wells Fargo Bank, N.A..

Financial Record Abbreviations

8. Throughout my declaration, I refer to Defendants' various bank accounts and merchant accounts. For ease of discussion, I have developed a protocol to denote each account. The protocol will use a shortened corporate name, abbreviated bank or payment processor name, plus the last four digits of the account number. For instance, Defendants hold an account in the name of Preferred Law PLLC at JP Morgan Chase Bank, N.A. ending in x2192. I will refer to this account as Preferred-JPMC-2192. Wells Fargo accounts will have the abbreviation WF, and Bank of the West accounts will have the abbreviation BOTW. Registered Agent is abbreviated as "R.A."

Individuals and Entities Involved in the Defendants' Scheme

9. Tables 1-3 list the roles of the Individual Defendants with the Corporate Defendants, based on the noted attachments.

Table 1 – Jonathan Hanley Matrix

Company	Title	Source Record	Atts.
AM Property Management, LLC	Manager, R.A.	UT Corporate Records	D
	Manager	JPMC CID Response	FFF, GGG
American Home Loan Counselors	Director, R.A.	UT Corporate Records	E
	General Manager	CT Dept. of Banking	Z
American Home Loans, LLC	Title not listed ¹	CO Corporate Records	C
	Manager, R.A.	UT Corporate Records	F
	Principal	Intuit CID Response	VV
	Owner	TSYS CID Response	AAA
	Owner	First Data CID Response	CCC, DDD
	Manager	JPMC CID Response	EEE
Brown Legal, Inc.	Officer, Director, R.A.	UT Corporate Records	G
	Title not listed ²	GoDaddy CID Response	GG
	Signatory	BOTW Check Image	NNN
Consumer Link, Inc.	Director/Trustee	NV Corporate Records	B
	Officer	Regus CID Response	O
Consumer Defense, LLC	Member	ADP CID Response	MM
	Manager	NV Corporate Records	A

¹ Jonathan Hanley is listed as the "Name(s) and address(es) of the individual(s) causing the document to be delivered for filing" on the Statement of Dissolution and the "true name and mailing address of the individual causing the document to be delivered for filing are" on the Article of Reinstatement

² For several of the domain names for GoDaddy Shopper ID 44029388, Jonathan Hanley is listed as the registrant contact, technical contact, administrative contact, and billing contact. His company is listed as Brown Legal, Inc.

	Manager	Better Business Bureau ("BBB") Web Capture	JJ
	Manager, R.A.	UT Corporate Records	H
	Manager	JPMC CID Response	HHH
Consumer Defense Group, LLC	Manager	UT Corporate Records	J
FMG Partners	Website Registrant	TSYS CID Response	ZZ
Modification Review Board, LLC	Manager, R.A.	UT Corporate Records	J
	Owner	<i>Feacher v. Hanley et al.</i>	T
	Manager	CT Dept. of Banking	Z
	Manager	JPMC CID Response	III, JJJ
	Signatory	BOTW Check Image	NNN
Modification Review Board DBA Preferred Law Team	Payroll Contact	ADP CID Response	LL
Preferred Law, PLLC	General Manager	Paymentech CID Response	PP
	Office Manager	UT Bar CID Response	DD
	Principal	Intuit CID Response	UU
	Owner	<i>Feacher v. Hanley et al.</i>	T
Zinly, LLC	Organizer, Manager	UT Corporate Records	L

Table 2 – Sandra Hanley Matrix

Company	Title	Source Record	Atts.
AM Property Management, LLC	Manager	UT Corporate Records	D
	Contact	Elavon CID Response	WW
	Title not listed	Intuit CID Response	RR
	Manager	JPMC CID Response	FFF, GGG
American Home Loans, LLC	Signer	JPMC CID Response	EEE
American Home Loan Counselors	Director	UT Corporate Records	E
Brown Legal, Inc.	Signatory	BOTW Check Image	NNN
Consumer Defense LLC	Payroll Contact	ADP CID Response	MM
	Manager	NV Corporate Records	A
	Manager	JPMC CID Response	HHH
Consumer Defense Group, LLC	Manager	UT Corporate Records	J
Consumer Link, Inc.	Manager	NV Corporate Records	B
FMG Partners LLC	Signer	JPMC CID Response	MMM
	Signatory	Zions Bank Check Image	NNN
Modification Review Board, LLC	Manager	UT Corporate Records	J
	Manager	JPMC CID Response	III, JJJ
	Signatory	BOTW Check Image	NNN
Modification Review Board DBA Preferred Law Team	Owner	ADP CID Response	LL
Preferred Law, PLLC	Signatory	BOTW Check Image	NNN
	In charge of payroll	UT Bar CID Response	DD
	Email Contact	Intuit CID Response	TT
	Signer	JPMC CID Response	KKK
Zinly, LLC	Manager	UT Corporate Records	L

Table 3 – Benjamin Horton Matrix

Company	Title	Source Record	Atts.
AM Property Management, LLC	R.A.	UT Corporate Records	D
American Home Loan Counselors	R.A., Director	UT Corporate Records	E
American Home Loans	Contact	Regus CID Response	Q
American Home Loans, LLC	Title not listed	CO Corporate Records	C
	R.A.	UT Corporate Records	F
Consumer Defense, LLC	Title not listed	Regus CID Response	P
Consumer Link, Inc.	Title not listed	Regus CID Response	O
Modification Review Board, LLC	R.A.	UT Corporate Records	J
Preferred Law	Contact	Regus CID Response	Q
Preferred Law, PLLC	Manager, R.A.	UT Corporate Records	K
	Officer	CT Dept. of Banking	Z
	Owner and Principal	Intuit CID Response	TT
	Manager	JPMC CID Response	KKK, LLL

10. Table 4 identifies business locations associated with the Corporate Defendants, based on the noted attachments.

Table 4 – Address Matrix

41 W 9000 S, Sandy, UT 84070 (Office Building)		
Associated Entity	Source Record	Atts.
American Home Loans, LLC	UT Corporate Records	F
	First Data CID Response	CCC, DDD
	TSYS CID Response	AAA
	Intuit CID Response	VV
Consumer Defense	Elavon CID Response	XX
Consumer Defense Group, LLC	UT Corporate Records	J
Jonathan Hanley	Intuit CID Response	VV
Preferred Law	Intuit CID Response	UU
Zinly, LLC	Salt Lake County Records	M
9035 S 700 E, STE 203, Sandy, UT 84070 (Office Building)		
Associated Entity	Source Record	Atts.
AM Property Management, LLC	UT Corporate Records	D
American Home Loan Counselors	UT Corporate Records	E
Brown Legal, Inc.	GoDaddy Records	GG
Consumer Defense	GoDaddy Records	GG
Modification Review Board, LLC	JPMC CID Response	III, JJJ
Modification Review Board DBA Preferred Law Team	ADP CID Response	LL
Preferred Law, PLLC	UT Corporate Records	J
Preferred Law, PLLC	UT Corporate Records	K
Benjamin Horton	UT Corporate Records	J, K
Jonathan Hanley	UT Corporate Records	D, E, J
Sandra Hanley	UT Corporate Records	J
8180 S 700 E, STE 110, Sandy, UT 84070 (Office Building)		
Associated Entity	Source Record	Atts.
AM Property Management, LLC	UT Corporate Records	D

	Summit County Records	N
	JPMC CID Response	FFF
American Home Loan Counselors	UT Corporate Records	E
	BBB Web Capture	KK
American Home Loans	Regus CID Response	Q
American Home Loans, LLC	CO Corporate Records	C
	UT Corporate Records	F
	JPMC CID Response	EEE
Consumer Defense LLC	BBB Web Capture	JJ
	ADP CID Response	MM
Modification Review Board	ADP CID Response	LL
Preferred Law, PLLC	UT Corporate Records	K
	UT AG Documents	X
	BBB Web Capture	II
	Paymentech CID Response	PP
Benjamin Horton	UT Corporate Records	D-F, J, K
Jonathan Hanley	CO Corporate Records	C
	UT Corporate Records	D, F, H
Sandra Hanley	UT Corporate Records	D
	Regus CID Response	Q
9980 S 300 W, STE 200, Sandy, UT 84070 (DaVinci Virtual Office)		
Associated Entity	Source Record	Atts.
Zinly, LLC	Regus CID response	P
	UT Corporate Records	L
Jonathan Hanley	UT Corporate Records	L
Sandra Hanley	UT Corporate Records	L
2825 E Cottonwood Pkwy STE 500 Salt Lake City, UT 84121 (Regus Virtual Office)		
Associated Entity	Source Record	Atts.
AM Property Management, LLC	UT Corporate Records	D
American Home Loans, LLC	UT Corporate Records	F
	UT Corporate Records	K
Preferred Law, PLLC	<i>Evert v Preferred Law</i>	U
	JPMC CID Response	KKK, LLL
Sandra Hanley	Regus CID Response	Q
Benjamin Horton	UT Corporate Records	D-F, J, K
	CO Corporate Records	C
	Regus CID Response	Q
500 N. Rainbow Blvd STE 300 Las Vegas, NV 89107 (Regus Virtual Office)		
Associated Entity	Source Record	Atts.
Consumer Defense – Nevada	NV Corporate Records ³	A
Consumer Defense – Utah	UT Corporate Records	F
	Regus CID Response	P
Consumer Defense, LLC	First Data CID Response	CCC
	JPMC CID Response	HHH
Zinly, LLC	Regus CID Response	P

³ The Corporate Filings do not list the suite number for this address.

Jonathan Hanley	UT Corporate Records	F
	Regus CID Response	P
Sandra Hanley	NV Corporate Records	A
Benjamin Horton	Regus CID Response	P
200 S Virginia 8th Floor, Reno, NV 89501 (Regus Virtual Office)		
Associated Entity	Source Record	Atts.
Jonathan Hanley	Regus CID Response	O
	NV Corporate Records	B
Sandra Hanley	NV Corporate Records	B
Benjamin Horton	Regus CID Response	O
Zinly, LLC	Regus CID Response	O
Consumer Link, Inc.	Regus CID Response	O
	NV Corporate Records	B
P.O. Box 949, Sandy, UT 84091		
Associated Entity	Source Record	Atts.
Consumer Defense, LLC	P.O. Box 949 Application	R
Consumer Link, LLC		
Zinly, LLC		

Corporate Filings

11. During the investigation, the FTC obtained corporate records, including articles of incorporation, fictitious business name filings, and other documents, from various public sources.

12. The Nevada Secretary of State allows public access through its website⁴ to company filings. I downloaded from this website the relevant business formation documents, annual registrations, conversion documents, and dissolution or termination documents for the Corporate Defendants. True and correct copies of documents I obtained are appended as follows:

- a. Consumer Defense LLC – Att. A
- b. Consumer Link, Inc. – Att. B

⁴ <http://nvsos.gov/sosentitysearch/>

13. The Colorado Secretary of State allows public access through its website⁵ to company filings. I downloaded from this website the relevant business formation documents, annual registrations, conversion documents, and dissolution or termination documents for the Corporate Defendants. True and correct copies of documents I obtained are appended as follows:

- a. American Home Loans, LLC – **Att. C**

14. The Division of Corporations and Commercial Code of the Utah Department of Commerce allows public access through its website⁶ to company filings. I downloaded from this website the relevant business formation documents, annual registrations, conversion documents, and dissolution or termination documents for the Corporate Defendants. True and correct copies of documents I obtained are appended as follows:

- a. AM Property Management, LLC – **Att. D**
- b. American Home Loan Counselors – **Att. E**
- c. American Home Loans, LLC – **Att. F**
- d. Brown Legal, Inc. – **Att. G**
- e. Consumer Defense, LLC – **Att. H**
- f. FMG Partners, LLC – **Att. I**
- g. Consumer Defense Group, LLC (f/k/a Modification Review Board, LLC) – **Att. J**
- h. Preferred Law, PLLC – **Att. K**
- i. Zinly, LLC – **Att. L**

⁵ <http://www.sos.state.co.us/biz/Welcome.do>

⁶ <https://secure.utah.gov/bes/index.html>

15. When many of the Corporate Defendants were organized, their corporate registration was completed by one of the Individual Defendants or an apparent employee. Most of the Corporate Defendants initially listed one of the Individual Defendants as the registered agent or manager. (*See* Atts. A, B, D – H, and J — L.) Some of the Corporate Defendants’ mailing addresses and/or principal places of business were registered to an office location. (*See* Atts. C – F, J, and K.) Several of the Corporate Defendants’ mailing addresses and/or principal places of business were registered to a virtual office (*see* Atts. A, B, and L) or a residential address (*see* Atts. G – I.) However, I observed several changes made in corporate records beginning around mid-2016. Several of the Individual Defendants were removed from the corporate records, replaced as registered agent by a third-party registered agent company or as manager by the generic “Appointed Manager” or “Signing Manager.” (*See* Atts. A, B, D, F, and H.)

16. Defendant Consumer Defense, LLC was organized in Nevada in July 2016 with Jonathan Hanley and Sandra Hanley as Managers. On or around December 2, 2016, Jonathan Hanley and Sandra Hanley were removed as managers, and replaced by “Signing Manager” as managers. This document displayed a typed signature signed by “Appointed Manager.” (*See* Att. A).

17. Defendant Consumer Link, Inc. was organized in Nevada on or around September 7, 2016 with Jonathan Hanley, Sandra Hanley, and Phillip Hanley listed as Directors/Trustees. On or around October 26, 2016, Consumer Link, Inc. submitted an annual list of officers and directors, listing “Signing Manager” as President, Secretary, Treasurer, and Director. This document displayed a typed signature signed by “Appointed Manager.” (*See* Att. B).

18. Defendant AM Property Management, LLC was organized in Utah in 2011 with Benjamin Horton as the Registered Agent. On or around September 27, 2012, Sandra Hanley

was added to the list of registered principals as a manager. On or around September 27, 2016, Jonathan Hanley was added to the list of registered principals as a manager and registered agent, replacing Benjamin Horton. On or around October 4, 2016, Jonathan Hanley and Sandra Hanley were taken off the list of registered principals, and replaced by “Appointed Manager” as managers and Registered Agents Inc. as the Commercial Registered Agent. (*See* Att. D).

19. Defendant American Home Loans, LLC was organized in Utah in August of 2012 with Benjamin Horton as the Registered Agent. On or around December 2, 2016, Benjamin Horton was replaced as the Registered Agent by Jonathan Hanley. On or around December 13, 2016, Jonathan Hanley was replaced by InCorp Services, Inc. as the Registered Agent. (*See* Att. F.)

20. Defendant Consumer Defense, LLC was organized in Utah in February 2016 with Jonathan Hanley as the Registered Agent and Manager. On or around September 30, 2016, Jonathan Hanley was removed as the Registered Agent and manager, replaced by “Appointed Manager” as the manager and Registered Agents Inc. as the Commercial Registered Agent. (*See* Att. H).

Tax-Exempt Organizations

21. On or around October 16, 2017, and November 29, 2017, I visited the IRS website’s section on “Exempt Organizations Business Master File Extract” at <https://www.irs.gov/charities-non-profits/exempt-organizations-business-master-file-extract-eo-bmf>. The website has downloadable spreadsheets of tax-exempt organizations by geographical region. I downloaded the spreadsheet for Region 3 (Gulf Coast and Pacific Coast Area), which includes organizations in Nevada and Utah. I searched the spreadsheet field entitled “Name” for “American Home Loan Counselors,” “Consumer Link,” “Preferred Law,” “Preferred Legal,”

“Consumer Defense,” “American Home Loans,” “Modification Review Board,” “AM Property,” “FMG Partners,” and “Brown Legal.” I found no results for any of the search terms. I also searched the spreadsheet field entitled “EIN” for the EINs xxxxx0550, which is associated with American Home Loan Counselors and American Home Loans, LLC; xxxxx1720, which is associated with Preferred Law, PLLC; xxxxx4938, which is associated with Preferred Law, PLLC; xxxxx1619, which is associated with Consumer Defense Group, LLC f/k/a Modification Review Board, LLC; xxxxx2420, which is associated with Consumer Defense, LLC; xxxxx8928, which is associated with AM Property Management, LLC, and xxxxx1893, which is associated with FMG Partners, LLC. I found no results for these EINs. I also searched the field “ICO,” which included individual names, for “Jonathan Hanley,” “Sandra Hanley,” and “Benjamin Horton.” I found no results for any of the search terms.

HUD-Approved Counseling

22. On or around November 20, 2017, I visited the U.S. Department of Housing and Urban Development (“HUD”) website’s page on “Foreclosure Avoidance Counseling” at <https://apps.hud.gov/offices/hsg/sfh/hcc/fc/>. The website has a map of the United States; when you click on a particular state, the map provides a list of HUD-approved counseling agencies in that state. I reviewed the lists of HUD-approved counseling agencies provided by clicking on several states, including Utah, Nevada, California, South Carolina, Colorado, and New York. None of the Corporate Defendants appeared to be on any of these lists.

DOJ-Approved Counseling

23. On or around November 29, 2017, I visited the U.S. Department of Justice (“DOJ”) website’s pages on approved credit counseling agencies at <https://www.justice.gov/ust/list-credit-counseling-agencies-approved-pursuant-11-usc-111>

and approved providers of debtor education at <<https://www.justice.gov/ust/list-approved-providers-personal-financial-management-instructional-courses-debtor-education>>. Each website generates, respectively, lists of approved credit counseling agencies and debtor education agencies for each state. I reviewed the lists of DOJ-approved counseling agencies on each page by selecting several states, including Utah, Nevada, California, South Carolina, Colorado, and New York. None of the Corporate Defendants appeared to be on any of these lists.

Property Records

24. On or around August 23, 2017, I accessed the Salt Lake County, Utah Assessor's website at <<http://slco.org/assessor/new/query.cfm>>. I used the "Parcel Query" search feature to locate property records for the 41 W 9000 S, Sandy, UT 84070 address that is associated with many of the Defendants. The search tool took me to a page with information on Parcel 27014290250000. The page lists the owner of the 41 W 9000 S address as Zinly, LLC and the property type as Condo Office. I captured the page using the web capture application of the Adobe Acrobat software. A true and correct copy of this page is attached to this declaration as **Att. M.**

25. On or around August 23, 2017, I accessed the Summit County, Utah Assessor's website at <<http://slco.org/assessor/new/query.cfm>>. I used the "Assessor Information" search feature to locate records for property owned by AM Property Management, LLC. The search tool took me to a page with information about a house located at 8165 Royal Street, Apt. 9, Park City, UT 84060. The page lists the market value of the property at \$1.6 million. The page also lists the address of the property owner, AM Property Management, LLC, as 8180 S 700 E, #110,

Sandy, UT 84070. I captured the page using the web capture application of the Adobe Acrobat software. A true and correct copy of this page is attached to this declaration as **Att. N**.

Regus Virtual Office Records

26. Pursuant to a CID, the FTC obtained documents from Regus Management Group, LLC (“Regus”) pertaining to two virtual offices addresses in Nevada and one address in Utah. The documents include online virtual office agreements, United States Postal Service (“USPS”) applications for delivery of mail through agent, and other documents pertaining to the addresses. The Nevada addresses are 200 S Virginia 8th Floor, Reno, NV 89501 (associated with Consumer Link, Inc.) and 500 N. Rainbow Blvd STE 300 Las Vegas, NV 89107 (associated with Consumer Defense, LLC).⁷ The Utah address is 2825 E. Cottonwood Pkwy STE 500, Salt Lake City, UT 84121 and is associated with American Home Loans and Preferred Law.

27. The online virtual office agreement for the 200 S Virginia address in Reno is dated June 22, 2016. The agreement lists Jonathan Hanley as the client contact name and a personal residence as the client address. The agreement lists “benhortonesq@yahoo.com” as the client email. This email address appears to be manually crossed out, with a handwritten annotation: “6/23 changed Jhanley@modificationreviewboard.com.” The application for delivery of mail through agent lists Jonathan Hanley as an officer of the corporation and Zinly, LLC as the applicant firm or corporation. True and correct copies of documents pertaining to the Reno, NV virtual office address are attached to this declaration as **Att. O**.

28. The online virtual office agreement for the 500 N. Rainbow Blvd address in Las Vegas address is dated July 1, 2016. The agreement lists Jonathan Hanley as the client contact name, “benhortonesq@yahoo.com” as the client email, and a personal residence as the client

⁷ Some of the documents in Att. N refer to the businesses as “Consumer Link, LLC” and “Consumer Defense, Inc.” but these appear to be typographical errors.

address. The agreement also lists a Visa credit card in the name of Jonathan Hanley ending in x4537 under the payment details section. The application for delivery of mail through agent lists Zinly, LLC as the applicant firm or corporation. True and correct copies of documents pertaining to the Las Vegas, NV virtual office address are attached to this declaration as **Att. P.**

29. The online virtual office agreement for the 2825 E. Cottonwood Pkwy address in Sandy is dated August 29, 2013. The agreement lists Benjamin Horton as the client contact name, Preferred Law as the company name, and 8180 S 700 E STE 110, Sandy, UT 84070 as the client address. There are three separate payment forms, dated August 29, 2013⁸, May 11, 2015, and August 1, 2015, which list three different credit cards. All of the credit cards list Sandra Hanley as the cardholder and the company name as American Home Loans. True and correct copies of documents pertaining to the Sandy, UT virtual office address are attached to this declaration as **Att. Q.**

Post Office Box Application

30. During the investigation, the FTC obtained the account opening application for Post Office Box ("P.O. Box") 949 from the U.S. Postal Inspection Service ("USPIS"). The P.O. Box application lists the name of the business as Consumer Defense, LLC and the name of the applicant as Jonathan Hanley. "8180 S 700 E. #110" appears crossed out in the field for the business address, replaced directly below by a residential address. The application lists Zinly, LLC; Consumer Defense, LLC; and Consumer Link, LLC as entities that will be receiving mail at the P.O. Box and Jon Hanley, Sandra Hanley, Bobbi Collins, and Teresa Hernandez as individuals authorized to pick up mail addressed to the P.O. Box. A true and correct copy of this application is attached to this declaration as **Att. R.**

⁸ The date is written 29/08/2013, which appears to be a typographical error for 08/29/2013. I am assuming that the dates are written in MM/DD/YYYY format.

Utility Company Documents

31. During the investigation, pursuant to a CID, the FTC obtained documents from Rocky Mountain Power, a division of PacifiCorp. The documents indicated an account in the name of Brown Legal, Inc. ending in 0017 and three accounts in the name of AM Property Management, LLC ending in 0012, 0020, and 0038. All of the accounts were non-residential, but many of the accounts set up residential service to what appear to be personal addresses, including the Park City, Utah property referenced in Att. N. According to the documents, Jonathan Hanley is listed as an account contact and owner on the accounts in the name of AM Property Management, LLC. Sandra Hanley is listed as an account contact on the account in the name of Brown Legal, Inc. and is listed for the AM Property Management accounts as the company owner. Table 5 identifies Rocky Mountain Power accounts associated with the Defendants.

Table 5 – Rocky Mountain Power Accounts

Account Number	Account Name	Service Address	Mailing address (if different)	Dates of Service	Bank Accts Paying Bills	Status	Service Class
x0017	Brown Legal, Inc.	Residential address in Cottonwood Heights, UT	41 W 9000 S Sandy, UT 84070	10/28/12-6/16/17	AMProperty-JPMC-5805 AMProperty-BOTW-3732	Closed	Residential
x0012	AM Property Management, LLC	Residential address in Cottonwood Heights, UT	8180 S 700 E STE 110 Sandy, UT 84070	6/10/14-6/30/15	AMProperty-JPMC-5805	Closed	Residential
x0020	AM Property Management, LLC	Residential address in Park City, UT	8180 S 700 E STE 110 Sandy, UT 84070	10/1/14-Present	AMProperty-BOTW-3732	Active	Residential
x0038	AM Property Management, LLC	41 W 9000 S Sandy, UT 84070		8/29/16-Present	BrownLegal-BOTW-5027 ⁹	Active	Non-residential

Undercover Call

32. On or around October 14, 2016, I conducted and recorded an undercover phone call to 801-386-5100. This number is listed on the Better Business Bureau (“BBB”) pages for

⁹ The documents do not specify to which of the three Rocky Mountain Power account(s) in the name of AM Property Management the payments were applied.

Preferred Law, PLLC; Consumer Defense; and American Home Loan Counselors (*See* Atts. II, JJ, and KK) and associated with Jonathan Hanley's DomainsByProxy account (*See* Att. HH). The call was answered with a recorded message that listed the names Default Support Center, American Home Loan Counselors, and Preferred Law. During the call, I was transferred to a representative named Paul who identified himself as a senior advisor at Consumer Defense.

33. On or around September 19, 2017, I submitted the recording of the call to a transcription service. After receiving the written transcription of the call, I compared the recorded file of the call with the written transcription and confirmed that the written transcription accurately reflected the audio recordings. A true and correct copy of the transcript of this call is attached to this declaration as **Att. S**.

Lawsuits and Law Enforcement Actions

34. During the course of the investigation I used LexisNexis CourtLink to download documents pertaining to private lawsuits involving the Defendants. True and correct copies of these documents are attached to this declaration as follows:

a. *Roderick and Terona Feacher v. Jonathan Hanley et al.* (Complaint and selected exhibits, First Amended Complaint, and Memorandum Decision and Order) – **Att. T**

b. *Brian L. Evert, et al. v. Preferred Law, PLLC, et al.* (Complaint) – **Att. U**

c. *In re: Bernice James Bentley* (Complaint for Turnover of Estate Assets) – **Att. V**

d. *Jonathan Hanley v. Aspen Hollow Homeowners Association* (Complaint) – **Att.**

W

35. In Att. W, Jonathan Hanley identifies himself as the owner of the Park City, Utah property that is referenced in Att. N.

36. During the investigation, the FTC obtained records from the Utah Attorney General's Office ("Utah AG"). The production included a transcript of a deposition of Jonathan Hanley and Sandra Hanley conducted on or around January 9, 2014 in the U.S. Bankruptcy Court for the District of Utah, Central Division. The Utah AG also provided documents pertaining to consumer complaints, including a consumer complaint file from the Wisconsin Department of Agriculture, Trade, and Consumer Protection. True and correct copies of the January 9, 2014 bankruptcy deposition transcript, which includes highlighted annotations from the Utah AG; the Wisconsin consumer complaint files; and some of the attached documents are attached to this declaration as **Att. X**.

37. The above-mentioned complaint file, which was filed in or around April 2013, lists the name of the business as Preferred Law, LLC. The complaint file includes supplementary documents, including a contract signed with Compass Law, PLLC on or around August 31, 2011, a warning letter sent to Preferred Law PLLC on or around July 16, 2013, and two responses to the complaint from Preferred Law signed by Benjamin Horton and dated May 28, 2013 and July 3, 2013. The complaint file includes two letters indicating that the consumers' file had been transferred from Compass Law, PLLC to Preferred Law, PLLC. One letter, dated December 14, 2011, features a Compass Law Office logo. The letter states that "Compass Law, PLLC . . . has recently undergone an organizational alternation due to a change in lead attorney representation. However, this does not affect you in any way as you will retain the same point of contact and other legal professional(s) that are currently working on your file." This letter was signed by Jonathan Hanley, who is identified as the General Manager of Compass Law. The second letter features a Preferred Law logo, and some of the text of the letter is cut-off at the sides. I examined the letter and made inferences about the cut-off text, denoted in brackets. The

second letter states: “[Co]mpass Law, PLLC is undergoing an organization change. Compass Law has made a decisio[n to foc]us on bankruptcy and tax relief. Your modification will continue to be processed under [Pre]ferred Law PLLC, with the same staff and expertise . . . (Please know that all of your contacts stay the same, and this does not affect any service [we are] currently providing for you.)”

38. The FTC obtained records from the New Mexico Attorney General’s Office (“New Mexico AG”). The production included two call recordings (“3.7.2014 Call to Krehl Smith” and “4.2.2014 Call to Jerald Nisbet”). The production also includes what appears to be an email sent on April 2, 2014 to the caller by a representative of Modification Review Board. The sender of the email, Jerald Nisbet, has an “@modificationreviewboard.com” email address. As described below in my declaration (*see* Att. HH), the Defendants owned the domain name modificationreviewboard.com at the time, and Jonathan Hanley used an “@modificationreviewboard.com” email address. According to the ADP payroll documents attached in my declaration below (*see* Att. NN), Jerald Nisbet was an employee of Modification Review Board in 2014. On or around September 11, 2017, I submitted the recordings of the calls to a transcription service. After receiving the written transcriptions of the calls, I compared the recorded files of the calls with the written transcriptions and confirmed that the written transcriptions accurately reflected the audio recordings. True and correct copies of the documents from the New Mexico AG are attached to this declaration as **Att. Y**.

39. During the investigation, the FTC obtained records from the Connecticut Department of Banking in the Matter of: Preferred Law, PLLC. True and correct copies of some of the documents, specifically, the Temporary Order to Cease and Desist; Transcript of Hearing

and Exhibit 19, CT testimonials retrieved from Preferredlaw.com; and Findings of Fact, Conclusions of Law, and Order are attached to this declaration as **Att. Z**.

40. During the investigation, the FTC obtained records from the Oregon Department of Consumer and Business Services (“Oregon CBS”). The documents included a Motion for Summary Determination (“MSD”) and exhibits filed in the Matter of Benjamin Horton. The exhibits include Exhibit A1, final orders filed in the Matter of Preferred Law PLLC, Modification Review Board LLC, American Home Loan Counselors, and Benjamin R. Horton; Exhibit A12, paperwork for Modification Review Board, LLC; Exhibit A14, emails from a consumer, and Exhibit A37, documents pertaining to another consumer. True and correct copies of these documents are attached to this declaration as **Att. AA**.

41. The documents in Att. AA include a letter directed to the Oregon CBS from Ocwen Loan Servicing, LLC (“Ocwen”) dated March 19, 2015. The letter pertains to a consumer I interviewed, Johnny Boomgaarn. Mr. Boomgaarn did not remember receiving a copy of this letter. The letter indicates that the Oregon CBS forwarded correspondence to Ocwen, Mr. Boomgaarn’s loan servicer, on behalf of Mr. Boomgaarn. According to the letter, Mr. Boomgaarn authorized Preferred Law Group and American Home Loan Counselors on his mortgage account. The letter states that Ocwen received an incomplete application for Mr. Boomgaarn’s modification on November 6, 2013. Based on my conversations with Mr. Boomgaarn, this was nearly a year after he began paying Preferred Law. The letter indicates that the modification application was only completed after multiple letters were sent requesting additional documentation. The letter went on to describe how Mr. Boomgaarn’s modification application was rejected several different times for a variety of reasons.

42. During the investigation, pursuant to a CID, the FTC obtained records from the Utah State Bar pertaining to disciplinary proceedings conducted by the Utah State Bar against Benjamin Horton. True and correct copies of some of the documents are attached to this declaration as follows:

- a. Letter from the North Carolina Department of Justice to the Utah State Bar and attached Letter of Caution – **Att. BB**
- b. Office of Professional Conduct (“OPC”) Complaint– **Att. CC**
- c. Deposition of Benjamin R. Horton, dated June 1, 2016 – **Att. DD**
- d. Consumer case file for OPC Cases #13-0413, #14-0174, #14-2338, and #17-0148 – **Att. EE**
- e. OPC Discipline by Consent and Settlement Agreement & Order of Discipline: Suspension – **Att. FF**

Domain Name Records

43. During the investigation, pursuant to a CID, the FTC obtained records from GoDaddy.com LLC (“GoDaddy”) and DomainsByProxy (“DBP”) pertaining to accounts that Defendants maintained with GoDaddy. GoDaddy and DBP are Internet domain registrar and web hosting companies. True and correct copies of the registration information provided by GoDaddy and DBP are attached hereto as follows:

- a. GoDaddy Shopper ID 44029388 – **Att. GG**
- b. DomainsByProxy Shopper ID 46848803 and 134771117 – **Att. HH**

44. Based upon the records the FTC obtained from GoDaddy and DomainsByProxy, I prepared Table 6 below showing that Jonathan Hanley is listed as the contact for all of the

Corporate Defendants' web domains, and that he or Sandra Hanley paid the invoices for many of these web domains.

Table 6 – Domain Name Registration Information

Domain	Associated Shopper IDs	GoDaddy Contact	DBP Contact (if applicable)	Defendant(s) paying invoices
abogadodemodificacion.com	44029388 (GoDaddy) 46848803 (DBP)	Registration private	Jonathan Hanley	Jonathan Hanley
homeloanmodificationlawyer.com	44029388 (GoDaddy)	Jonathan Hanley	N/A	Jonathan Hanley
attorneyloanmodifications.com	44029388 (GoDaddy) 46848803 (DBP)	Registration private	Jonathan Hanley Brown Legal, Inc.	Jonathan Hanley
americanhomeloans.com	44029388 (GoDaddy) 46848803 (DBP)	Registration private	Jonathan Hanley Brown Legal, Inc.	Jonathan Hanley Sandra Hanley
consumerdefense.com	44029388 (GoDaddy)	Jonathan Hanley	N/A	Jonathan Hanley
hardshipletters.com	44029388 (GoDaddy) 134771117 (DBP)	Registration private	Jonathan Hanley	Jonathan Hanley
hardshipletters.org	44029388 (GoDaddy) 46848803 (DBP)	Registration private	Jonathan Hanley	Jonathan Hanley
homerelief.com	44029388 (GoDaddy) 46848803 (DBP)	Registration private	Jonathan Hanley	Jonathan Hanley
preferredlawteam.com	44029388 (GoDaddy)	Jonathan Hanley Brown Legal, Inc.	N/A	Jonathan Hanley Sandra Hanley
modificationreviewboard.com	44029388 (GoDaddy) 46848803 (DBP)	Registration private	Jonathan Hanley Brown Legal, Inc.	Jonathan Hanley Sandra Hanley

Better Business Bureau Web Captures

45. I obtained some leads and evidence through internet research, including the use of publicly available search engines and databases. On or around December 5, 2017, I visited the Better Business Bureau page for Preferred Law, PLLC; Consumer Defense, LLC; and American Home Loan Counselors. I saved screenshots of the pages. True and correct copies of the pages are appended hereto as follows:

- a. Preferred Law, PLLC – Att. II
- b. Consumer Defense, LLC – Att. JJ
- c. American Home Loan Counselors – Att. KK

46. All three pages list the company address as 8180 S 700 E, Ste. 110, Sandy, UT 84070 and list 801-386-5100, the phone number I contacted during my undercover call, as the company phone number. The page for Preferred Law, PLLC contains the following text: “Preferred Law, PLLC is located at the same address, using some of the same phone numbers and has common ownership/management as American Home Loan Counselors and Consumer Defense, LLC.” The pages for Consumer Defense, LLC and American Home Loan Counselors contain similar language.

47. All three of the businesses currently have an “F” rating with the BBB. None of the three businesses are BBB Accredited. The Page for Preferred Law contains a tab on BBB Accreditation that indicates that Preferred Law’s accreditation in the BBB was revoked on December 22, 2016. The page indicates that Preferred Law, PLLC failed to adhere to the following standards: “8. Approach all business dealings, marketplace transactions and commitments with integrity” and “8A. Avoid involvement, by the business or its principals, in activities that reflect unfavorably on, or otherwise adversely affect the public image of BBB or its accredited businesses.”

48. The page for Consumer Defense, LLC identifies Jonathan Hanley as the manager. The page for Consumer Defense also has an alert at the top that “[t]he business has a history of violating BBB name and policy logo and has falsely stated BBB accreditation (or membership) or referenced the BBB name in an unauthorized manner, despite BBB’s efforts to get the business to cease using the BBB trademark.”

ADP Employee Payroll Records

49. Pursuant to a CID, the FTC obtained from ADP, LLC (“ADP”), a payroll processor, account opening documents, payroll, tax, and related records for two accounts the Defendants maintained with ADP.

50. The ADP records include account opening documents for Modification Review Board, DBA Preferred Law Team. The sales order was signed by Sandra Hanley on March 3, 2013, and indicates that as of that date, the company had 25 employees. The sales order lists the type of business as “law advice.” The account opening documents also list Sandra Hanley as the owner of Modification Review Board LLC and Jonathan Hanley as a payroll contact. A true and correct copy of account opening documents for Modification Review Board, DBA Preferred Law Team is appended as **Att. LL**.

51. The ADP records include account opening documents for Consumer Defense LLC. The sales order and client account agreement were signed by Jonathan Hanley, listed as the company’s member, on November 2, 2016. The sales order also lists Sandra Hanley as a payroll contact. The documents indicate that as of that date, the company had 25 employees. A true and correct copy of the account opening documents for Consumer Defense LLC is appended as **Att. MM**.

52. The ADP records also include year-to-date summaries of employee payroll. True and correct copies of samples of these documents for the Modification Review Board account spanning 2013 through 2016 are attached as **Att. NN**. True and correct copies of samples of these documents for the Consumer Defense LLC account spanning 2016 through 2017 are attached as **Att. OO**. The payroll summaries indicate that from 2013 to 2017, Corporate Defendants spent approximately \$2,761,685.78 on gross employee payroll through ADP.

53. Each account's year-to-date payroll summary lists employee addresses. Jonathan Hanley and Sandra Hanley's addresses on the Modification Review Board and Consumer Defense payment records are the same Park City, Utah address that is referenced in Att. N. As noted in Att. OO, Jonathan Hanley and Sandra Hanley's salaries from Consumer Defense were disbursed to an account with JP Morgan Chase ending in 7918 (Hanley-JPMC-7918).

54. Through an analysis of payroll deposits from Corporate Defendants' ADP accounts, I determined that several of the Corporate Defendants issued payroll to the same employees. The shared employees and the sources of their payroll are detailed below in Table 7.

Table 7: Shared Employees from ADP Payroll Accounts

Employee Name	Companies that issued payroll (Atts. NN and OO)	Other Companies (from consumer documents)	Relevant Exhibits/Atts.
Bobbi Collins	Consumer Defense Modification Review Board	Preferred Law	Att. Z, PX02, PX08
		Consumer Link	PX09, PX11, PX13, PX20
		American Home Loan Counselors	Att. KK, PX03, PX04, PX07
Cameron James	Consumer Defense Modification Review Board	American Home Loan Counselors	PX03, PX07, PX23
		Consumer Link	PX09, PX11, PX13, PX20
Fernando Moncayo	Consumer Defense Modification Review Board	Preferred Law	Att. Z, PX02, PX08
		American Home Loan Counselors	Att. Z
Wendi Kartchner ¹⁰	Consumer Defense Modification Review Board	FMG Partners	Att. OOO
Stephanie Montalban	Consumer Defense Modification Review Board	AM Property Management	Att. RR, SS, WW
		FMG Partners	Att. OOO
Teresa Hernandez	Consumer Defense Modification Review Board	Consumer Link	Att. R
		Preferred Law	Att. OOO
Shannon Martinez	Modification Review Board	American Home Loan Counselors	PX03, PX04, PX07
		AM Property Management	Att. RR
		AM Property, Inc.	Att. SS
		Consumer Link	PX09, PX11, PX13
		Consumer Defense	PX16
		FMG Partners	Att. OOO
		Preferred Law	Atts. Z, TT, PX08, PX23

¹⁰ Several employees' paychecks are sent to LLCs, including regular payments to a company called Licensed Services Inc.. Utah corporate filings for Licensed Services Inc. list Wendi Kartchner as the president and director, and list the business address as 41 W 9000 S, Sandy, UT 84070.

Tyla Carroll	Modification Review Board	Preferred Law	Att. Z, PX08
Candice Davies	Modification Review Board	Preferred Law	PX02, PX08
		American Home Loan Counselors	PX04
VerNeita Clark	Modification Review Board	Preferred Law	Att. PP, PX02
		AM Property Management	Att. SS
		American Home Loan Counselors	PX04, PX07, PX23
Alana/Alli Parkinson	Modification Review Board Consumer Defense	American Home Loan Counselors	PX03, PX07, PX12
		Preferred Law	PX06, PX23
		Consumer Link	PX09, PX11, PX13, PX20
		American Home Loans	PX06
Mirella/Mia Apcho	Modification Review Board Consumer Defense	American Home Loan Counselors	PX03, PX07, PX23
		FMG Partners	Att. OOO
		Consumer Link	PX06, PX09, PX11, PX20,
Ana Amaya	Modification Review Board	American Home Loan Counselors	PX03, PX07, PX23
		Consumer Defense	PX15
		Consumer Link	PX09, PX11, PX13
Brienne Whitmire	Modification Review Board	American Home Loan Counselors	PX03, PX04, PX07
		Consumer Link	PX09, PX11
		Preferred Law ¹¹	PX18
Misty Frampton	Modification Review Board	American Home Loan Counselors	PX03, PX07, PX23

55. I reviewed the ADP CID response to calculate the total salaries paid to each individual defendant through ADP. My analysis is detailed below in Table 8.

Table 8: ADP Gross Payroll to Individual Defendants

Defendant	2013	2014	2015	2016	2017	Total
Jonathan Hanley	\$0	\$7,000	\$106,500	\$127,500	\$112,600	\$353,600
Sandra Hanley	\$0	\$95,000	\$132,000	\$153,000	\$110,500	\$405,000
Benjamin Horton ¹²	\$45,000	\$44,000	\$105,900	\$109,200	\$81,900	\$386,400

Merchant Account Records

56. During the investigation, pursuant to CIDs, the FTC obtained information about the Corporate Defendants' merchant accounts. A merchant account enables a merchant to accept

¹¹ Consumer documents indicate the employee used an "@preferredlawteam.com" email address.

¹² These figures include \$2,100 paid from the Modification Review Board account in 2016, \$6,300 paid from the Consumer Defense account in 2016, and \$81,900 paid from the Consumer Defense Account in 2017 to "Capitalism LLC." Capitalism, LLC is a Utah company for which Marilyse Horton, Benjamin Horton's wife, is a signatory. Benjamin Horton appears on the corporate filings as the individual submitting annual changes. Additionally, bank records obtained from America First Credit Union pursuant to a CID list Benjamin Horton as an authorized signer on an account in the name of Capitalism, LLC (Capitalism-AmericaFirst-7404).

payments that consumers make via credit, debit, and other payment cards. I identified eight different payment processors used by the Corporate Defendants: Elavon, Inc.; Chase Paymentech; Intuit Inc.; Fresno First Bank; First Data Corporation; TSYS Merchant Solutions, LLC; Authorize.Net, and ElectCheck Plus. The Defendants also used an unknown payment processor.

57. Table 9 contains a list of merchant accounts controlled by Corporate Defendants, with italicized items indicating account applications denied or declined prior to activation. The “settlement account” field denotes the depository account the Defendants’ designated to receive consumer payments from that payment processing account. Information about depository accounts will be described in more detail in the “Bank Accounts” section of this declaration.

Table 9: List of Merchant Accounts

Payment processor	Merchant name	Account shorthand	Dates active	Closed reason	Settlement account	Authorized signers
Elavon	AM Property Management	AMProperty-Elavon-6287	1/3/12 - 1/27/12	“concerns with type of business and inability to verify”	AMProperty-BOTW-3732	Stephanie Montalban Sandra Hanley Amparo Moncayo
<i>Elavon</i>	<i>Consumer Defense</i>	<i>ConsumerDef-Elavon-9338</i>	<i>1/24/17-1/26/17</i>	<i>“concerns with type of business and inability to verify”</i>	<i>ConsumerDef-JPMC-9282</i>	<i>Jonathan Hanley</i>
Elavon	American Home Loans, LLC	AHL-Elavon-5061	2/14/17-3/2/17	“concerns with type of business and links to other suspicious businesses”	AHL-JPMC-8202	Jonathan Hanley
Chase Paymentech	Preferred Law, PLLC	Preferred-Paymentech-2920	2/17/15-2/22/17	Violation of sec.10.3 of the merchant agreement subsect. a	Preferred-BOTW-5859	Jonathan Hanley VerNeita Clark
Intuit	AM Property Management LLC	AMProperty-Intuit-3533	1/4/12-9/11/15	Not provided	AMProperty-BOTW-3732	Stephanie Montalban
Intuit	AM Property Inc.	AMProperty-Intuit-7065	7/5/12-8/14/17	Not provided	AMProperty-BOTW-3732	Stephanie Montalban
Intuit	Preferred Law	Preferred-Intuit-6953	3/25/13-8/21/13	“Unacceptbl Biz Type”	Preferred-BOTW-5859	Benjamin Horton
Intuit	Preferred Law	Preferred-Intuit-9747	1/24/17 - 3/1/17	“MATCH violations”	Preferred-JPMC-2192	Jonathan Hanley
<i>Intuit</i>	<i>American Home Loans, LLC</i>	<i>AHL-Intuit-2180</i>	<i>1/24/17-3/1/17</i>	<i>Application declined in underwriting</i>	<i>AHL-JPMC-8202</i>	<i>Jonathan Hanley</i>
Fresno First Bank	American Home Loans, LLC	AHL-Fresno-6352	2/9/17-Unknown (closed)	Not provided	ConsumerDef-JPMC-9282	Jonathan Hanley

First Data	American Home Loans LLC	AHL-FD-5882	1/31/17-4/24/17	Not provided	AHL-JPMC-8202	Jonathan Hanley
First Data	American Home Loans LLC	AHL-FD-4889	1/31/17-1/31/17	Application denied/ "closed by risk"	AHL-JPMC-8202	Jonathan Hanley
TSYS	FMG Partners, LLC dba FMG Advisors	FMG-TSYS-0437	2/21/12 - 4/11/12	Not provided	Not provided	Christopher Stultz
TSYS	FMG Partners	FMG-TSYS-7731	2/21/12 - 1/27/14	Not provided	FMG-Zions-1715	Christopher Stultz Fernando Moncayo-Gomez
TSYS	American Home Loans, LLC	AHL-TSYS-9455/ AHL-TSYS-2107	2/10/17-2/10/17	Declined in underwriting ("type of business is on our exclusion list")	AHL-JPMC-8202	Jonathan Hanley (Owner)
Authorize .Net ¹³	Unknown	Unknown	3/1/12-1/24/14	Unknown	FMG-JPMC-5331	Unknown
Elect-Check Plus ¹⁴	Unknown	Unknown	3/16/17 - 4/28/17	Unknown	AHL-JPMC-8202	Unknown

58. Consumer funds are deposited from payment processors into depository accounts held by the Defendants. Table 10 below shows the approximate gross amount of consumer payments deposited into each settlement account, rounded down to the nearest dollar. Where possible, I attempted to exclude chargebacks from my analysis.

Table 10: Consumer Payments Less Chargebacks

Payment Processor	Settlement Account	Beginning Date	End Date	Merchant Account	Total Payments
Chase Paymentech	Preferred-JPMC-2192	7/14/15	1/19/17	Preferred-Paymentech-2920	\$4,913,449 ¹⁵

¹³ The FTC did not CID Authorize.Net during the course of the investigation. Data from the JPMC CID Response indicates many credits to the FMG-JPMC-5331 account with "CyberSource" or "Echeck Net" in the description. Research indicates that Authorize.Net is a payment processor that is a division of CyberSource and provides a check payment method called eCheck.Net. The JPMC CID Response indicates Authorize.Net was processing transactions for Corporate Defendants between March 1, 2012 and January 24, 2014.

¹⁴ The FTC did not CID ElectCheck Plus during the course of the investigation. Data from the JPMC CID Response indicates many credits to the AHL-JPMC-8202 account with "Electcheck Plus" in the description. Research indicates that ElectCheck Plus is a payment processor. The JPMC CID Response indicates Electcheck Plus was likely processing transactions for Corporate Defendants between March 16, 2017 and April 28, 2017, the most recent date for which JPMC provided transaction data.

¹⁵ JPMC provided monthly statements that list a "deposit amount," which appears to be the total amount of consumer payments to the merchant account, and a "chargebacks & reversals" amount. I calculated the total payments figure by adding each month's "deposit amount" and subtracting each month's "chargebacks & reversals."

Intuit Payment Solutions	AMProperty-BOTW-3732	1/4/12	9/11/15	AMProperty-Intuit-3533	\$2,173,180 ¹⁶
Intuit Payment Solutions	AMProperty-BOTW-3732 AMProperty-JPMC-5805	7/5/12	8/4/17	AMProperty-Intuit-7065	\$2,004,858
Intuit Payment Solutions	Preferred-BOTW-5859	3/25/13	8/21/13	Preferred-Intuit-6953	\$129,576
Intuit Payment Solutions	Preferred-JPMC-2192	1/24/17	3/1/17	Preferred-Intuit-9747	\$20,685
Elavon	AHL-JPMC-8202	2/4/17	3/2/17	AHL-Elavon-5061	\$72,296 ¹⁷
Elavon	AHL-JPMC-8202	1/3/12	1/27/12	AMProperty-Elavon-6287	\$45,243
First Data	AHL-JPMC-8202	1/31/17	4/24/17	AHL-FD-5882	\$245,734 ¹⁸
ElectCheck Plus	AHL-JPMC-8202	3/15/17	Present	Unknown	\$223,132 ¹⁹
Authorize.Net	FMG-JPMC-5331	3/1/12	1/24/14	Unknown	\$1,361,303 ²⁰
Total					\$11,189,461

59. Based on my analysis of the account records produced by financial institutions and payment processors, consumer payments totaled more than \$11 million. However, even this number is likely an underestimate. For instance, TSYS did not provide information on the Defendants' transaction volumes for FMG-TSYS-7731 and FMG-TSYS-0437.

Chase Paymentech Records

60. Pursuant to a CID, the FTC obtained from JPMC documents pertaining to an account the Defendants maintained with Chase Paymentech, the payment processing and

¹⁶ Intuit provided summaries of each merchant's sale, return, and chargeback activity. Two fields, "sales volume" and "ECHO check volume," appear to reflect total amounts of consumer payments to the merchant accounts. Three fields, "return volume," "fraud amount," and "non-fraud amount" appear to reflect returns or chargebacks. I calculated the total payments figures for this account and for the other Intuit accounts by adding the sales volume and ECHO check volume and subtracting the return volume, fraud amount, and non-fraud amount.

¹⁷ Elavon provided monthly statements that list the dollar amount of "total sales," which appears to be the total number of consumer payments to the merchant account, and "chargebacks." I calculated the total payments figure for this account and for the AMProperty-Elavon-6287 account by adding each month's total sales and subtracting each month's chargebacks.

¹⁸ First Data provided the reserve collection statement that lists "total credits," which appears to be the total number of consumer payments to the merchant account and any chargeback reversals. I calculated the total payments figure by adding all of the total credits and subtracting any debit described as "chargeback."

¹⁹ I calculated this figure based on the total number of credits to the Defendants' JPMC accounts that listed "Electcheck Plus" in the statement description minus the total number of debits valued over \$100, which are likely chargebacks.

²⁰ I calculated this figure based on the total number of credits to the Defendants' JPMC accounts that listed "CyberSource" or "Echeck Net" in the description, minus the total number of debits that included "cbk" in the description, which are likely chargebacks.

merchant acquiring business of JPMC. The Paymentech documents include account applications, monthly statements, and other transaction records.

61. The Chase Paymentech records include account opening documents for a Preferred Law, PLLC account (Preferred-Paymentech-2920). During a verbal conversation, a Chase Paymentech representative stated that Chase Paymentech and JPMC assign separate account numbers. For this account, the Chase Paymentech account number ends in 2920 and the JPMC number ends in 2206. The account opening documents indicate that Jonathan Hanley signed the merchant application and agreement on February 17, 2015. The merchant application and agreement lists Verneita Clark as the primary contact and Jonathan Hanley as the 100% owner and general manager of the business. The documents indicate that the business provides legal services. The application lists a Bank of the West settlement account number that matches that of Preferred-BOTW-5859. A true and correct copy of the merchant application and agreement for Preferred-Paymentech-2920 is appended as **Att. PP**.

62. JPMC also provided an account termination letter dated January 23, 2017 addressed to VerNeita Clark. The letter indicates that Chase Paymentech decided to stop processing payment card transactions for Preferred-Paymentech-2920 due to a violation of section 10.3 of the Merchant Agreement subsection (a). A true and correct copy of this letter is appended as **Att. QQ**.

63. Section 10.3 of the merchant agreement (Att. PP) states “Chase Paymentech may terminate this Agreement *immediately* if: (a) Merchant is determined to have excessive chargebacks.”

Intuit Records

64. During the investigation, pursuant to a CID, Intuit, Inc. (“Intuit”), a payment processor, produced records to the FTC for merchant accounts the Defendants maintained. The Intuit documents include account applications, monthly statements, and other transaction records.

65. Intuit provided the merchant application for an account in the name of AM Property Management LLC (AMProperty-Intuit-3533). The application is dated January 3, 2012. It lists the business location as a residential address in Sandy, Utah and “default” as the products/services sold. The merchant application lists a settlement account number that matches that of AMProperty-BOTW-3732. The application lists the bank name as Chase, but this appears to be a typographical error, as the routing number is also associated with Bank of the West. The principal on the merchant application is Stephanie Montalban.

66. Intuit also provided to the FTC documents pertaining to chargebacks for AMProperty-Intuit-3533 that indicate that other Defendants and their employees were involved in managing the account. Sandra Hanley responded to the chargebacks on many of these documents. For example, on a letter dated June 26, 2012, Sandra Hanley wrote that “All services were rendered as described.” On a letter dated July 9, 2012, Sandra Hanley wrote that “Ms. [Redacted] paid for analysis, document preparation, and negotiation services. This is the service that was provided. She was never promised or guaranteed a reduction in mortgage payments.” On a letter dated January 30, 2013, Sandra Hanley wrote “[Redacted] retained our services and signed a payment form. This charge was authorized by the card holder.” Shannon Martinez, an employee of the Defendants, also responded to chargebacks on some of the documents. Many of the chargeback responses appear to be on Preferred Law fax letterhead. Sandra Hanley responded to one case by attaching a copy of a Preferred Law payment form. For another

chargeback, Intuit provided a refund check made out to a consumer from a Preferred Law bank account at Bank of the West (Preferred-BOTW-5859). The refund check was signed by Sandra Hanley. True and correct copies of the AMProperty-Intuit-3533 merchant application and some of the chargeback response documents are attached to this declaration as **Att. RR.**

67. Intuit provided the merchant application for an account in the name of AM Property Management, LLC d/b/a AM Property Inc. (AMProperty-Intuit-7065). The application is dated July 5, 2012. The application lists the business location as a residential address in Sandy, Utah and the type of products/services sold as “Investor and property manager. We help clients get into cost efficient living space and lease out the property they own, giving them extra primary income. We also contract out maintenance/ improvement projects.” The merchant application lists a Bank of the West settlement account number that matches that of AMProperty-BOTW-3732. The principal on the merchant application is Stephanie Montalban.

68. Intuit also provided to the FTC documents pertaining to chargebacks for AMProperty-Intuit-7065 that indicate that other Defendants and their employees were involved in managing the account. For example, Intuit provided an email sent from Shannon Martinez on November 19, 2014 that identifies her as a manager of American Home Loan Counselors. Other documents pertaining to the same chargeback case include an email from Intuit to smartinez@preferredlawteam.com and VerNeita Clark (vclark@preferredlawteam.com), a letter from Shannon Martinez on Preferred Law letterhead, and an email from VerNeita Clark at Preferred Law indicating that a consumer payment would be processed as either AM Property Management, Preferred Law, or FMG Partners. True and correct copies of the AMProperty-Intuit-7065 merchant application and some of the chargeback response documents are attached to this declaration as **Att. SS.**

69. Intuit provided the merchant application for an account in the name of Preferred Law (Preferred-Intuit-6953). The application is dated March 25, 2013. It lists the business location as 8180 S 700 E, Suite 110 in Sandy, Utah. The merchant application lists the type of products/services sold as “legal services, attorneys.” The merchant application lists a Bank of the West settlement account number that matches that of Preferred-BOTW-5859. Benjamin Horton is listed as the 100% owner of the business. Intuit also provided to the FTC documents pertaining to contact information that indicate that other Defendants and their employees were involved in managing the account. For example, at some point, the merchant’s email address field was changed from billing@preferredlawteam.com to shanley@preferredlawteam.com. Additionally, Intuit provided a copy of a letter written by Benjamin Horton dated October 8, 2013. In the letter, Benjamin Horton identifies himself as the owner and principal of Preferred Law, PLLC and requests that Shannon Martinez be added to the account. True and correct copies of the Preferred-Intuit-6953 merchant application and some of the other documents are attached to this declaration as **Att. TT**.

70. Intuit provided the merchant application for an account in the name of Preferred Law (Preferred-Intuit-9747). The application is dated January 24, 2017. It lists the business location as 41 W 9000 S in Sandy, Utah. The merchant application lists the type of products/services sold as “Miscellaneous General Services.” The merchant application lists a JPMC settlement account number that matches that of Preferred-JPMC-2192. Jonathan Hanley is listed as the principal of the business. A true and correct copy of the Preferred-Intuit-9747 merchant application is attached to this declaration as **Att. UU**.

71. Intuit provided the merchant application for an account in the name of American Home Loans, LLC (AHL-Intuit-2180). The application is dated January 27, 2017. It lists the

business location as 41 W 9000 S in Sandy, Utah. The merchant application lists the type of products/services sold as “Professional Services.” The merchant application lists a JPMC settlement account number that matches that of AHL-JPMC-8202. Jonathan Hanley is listed as the principal of the business. Other documents from Intuit indicate that this application was declined in underwriting. A true and correct copy of the AHL-Intuit-2180 merchant application is attached to this declaration as **Att. VV**.

Elavon Records

72. During the investigation, pursuant to a CID, Elavon, Inc. (“Elavon”), a payment processor, produced records to the FTC for merchant accounts the Defendants maintained. The documents include account applications, signatory documents, monthly statements, and other transaction records.

73. Elavon produced documents pertaining to a merchant account in the name of AM Property Management, LLC (AMProperty-Elavon-6287). The merchant application, dated December 29, 2011, lists Sandra Hanley as the contact and a residential address as the business address. The application includes the signatures of Stephanie Montalban, identified as manager, and Amparo Moncayo, identified as owner. The application describes the product or service offer as “property mgmt.” The merchant application lists a Bank of the West settlement account number that matches that of AMProperty-BOTW-3732. Other documents provided by Elavon note that Elavon was unable to verify the business and owners of the account, that it had found several discrepancies on the account, and that it decided to close the account. Elavon provided a letter dated January 30, 2012 to AM Property Management indicating that it terminated the merchant processing relationship. True and correct copies of the merchant application and termination letter are attached to this declaration as **Att. WW**.

74. Elavon produced documents pertaining to a merchant account in the name of Consumer Defense (ConsumerDef-Elavon-9338). The company agreement lists Jonathan Hanley as the 100% owner; his signature on the agreement is dated January 24, 2017. The business address is listed on the agreement as 41 W 9000 S, Sandy, UT 84093. “Law firm/mortgages” is listed as the description of product/service. The company agreement lists a JPMC settlement account number that matches that of ConsumerDef-JPMC-9282. Elavon also provided a letter dated January 26, 2017 addressed to Consumer Defense that indicates Elavon terminated the merchant processing relationship with ConsumerDef-Elavon-9338. Elavon’s production letter to the FTC indicated that the account was closed due to “concerns with type of business and inability to verify.” True and correct copies of the company agreement and termination letter are attached to this declaration as **Att. XX**.

75. Elavon produced documents pertaining to a merchant account in the name of American Home Loans, LLC (AHL-Elavon-5061). The documents include a company application dated February 13, 2017. The application lists the business address as 41 W 9000 S, Sandy, UT 84093 and lists a Bank of the West settlement account number that matches that of AHL-JPMC-8202. The last page of the application is signed by Jonathan Hanley on February 9, 2017 and lists his title as owner. Elavon also provided a letter dated March 2, 2017 addressed to American Home Loans LLC that indicates that Elavon terminated the merchant processing relationship with AHL-Elavon-5601. Elavon’s production letter to the FTC indicated that the account was closed due to “concerns with type of business and links to other suspicious businesses.” True and correct copies of the company application and termination letter are attached to this declaration as **Att. YY**.

TSYS Merchant Solutions Records

76. During the investigation, pursuant to a CID, TSYS Merchant Solutions (“TSYS”), a payment processor, produced records to the FTC for merchant accounts the Defendants maintained. The production includes documents pertaining to accounts with TSYS Business Solutions (“TBS”), a wholly owned subsidiary of TSYS. The documents include account applications, signatory documents, and other transaction records.

77. The TSYS documents include an application for an account in the name of FMG Partners (FMG-TSYS-7731). The application for merchant card processing is dated February 21, 2012 and lists the business address as a residential address in Salt Lake City, Utah. The application lists a Zions First National Bank settlement account number that matches that of FMG-Zions-1715. The application is signed by Fernando Moncayo and Christopher Stultz, who are both listed as co-owners of the business. The business website address is listed on the application as www.fmgadvisors.com. The documents from TSYS include a register.com WhoIs report on the domain fmgadvisors.com. Jonathan Hanley is listed as the registrant name, and Brown Legal, Inc. is listed as the registrant organization. The documents from TSYS also include a letter addressed to FMG Partners and Christopher Stultz from TransFirst Merchant Services, a subsidiary of TSYS. The letter indicates that TransFirst determined the merchant’s business no longer met TransFirst’s criteria and consequently closed the merchant account as of January 27, 2014. True and correct copies of the FMG Partners merchant application, website WhoIs report, and termination letter are attached to this declaration as **Att. ZZ**.

78. The TSYS documents include two applications for an account in the name of American Home Loans, LLC (AHL-TSYS-2107/AHL-TSYS-9455). TSYS appears to have given this account two merchant numbers, one ending in x2107 and another ending in x9455. The account applications do not specify to which American Home Loans merchant number(s)

each application pertains. The second application lists the business name as “American Home Loans, LL,” which appears to be a typographical error for “LLC.” Both applications are dated February 10, 2017 and list Jonathan Hanley as the Owner of the business. Both applications list 41 W 9000 S, Sandy, UT 84070 as the business address. Both applications list JPMC settlement account numbers that match that of AHL-JPMC-8202. The business description is listed on the first application as “upfront application fees” and on the second application as “Other/Misc Professional Services.” The second application asks if the applicant has any prior business or personal bankruptcies; the completed application indicates Jonathan Hanley has no prior personal bankruptcies. Other documents from TSYS indicate that the AHL account was rejected by the TBS underwriting department, and was never opened. True and correct copies of the merchant applications are attached to this declaration as **Att. AAA**.

79. TSYS provided limited information about one additional account in the name of FMG Partners, LLC dba FMG Advisors (FMG-TSYS-0437). TSYS indicated that FMG-TSYS-0437 belonged to an Independent Service Organization (“ISO”) called National Processing Company for which TSYS provided certain processing services.

Chase Paymentech Records

80. During the investigation, pursuant to a CID, the FTC obtained documents from Fresno First Bank pertaining to an account the Defendants maintained in the name of American Home Loans. A representative of Fresno First Bank indicated to me via email that Fresno First Bank was the acquiring bank for Select Bankcard, the Independent Sales Organization (“ISO”) that opened the merchant account. The Fresno First Bank representative also stated that Fresno First Bank was informed earlier this year that the account had been closed with Select Bankcard. Fresno First Bank provided the account application, which was signed by Jonathan Hanley on

February 9, 2017. The application lists Jonathan Hanley as the 100% owner and Manager of American Home Loans. The description of product or service on the application is listed as “service fees,” and the business address is listed as 41 W 9000 S, Sandy, UT 84070. The application lists a JPMC billing account number that matches that of AHL-JPMC-8202. A true and correct copy of the merchant application is attached to this declaration as **Att. BBB**.

First Data Records

81. During the investigation, pursuant to a CID, the FTC obtained documents from First Data pertaining to an account the Defendants maintained in the name of American Home Loans, LLC (AHL-FD-5882). The application was signed by Jonathan Hanley on January 31, 2017, and identifies him as the owner of the business. 41 W 9000 S, Sandy, UT 84070 is listed as the business address. The application lists the product/service sold as “provide home loans.” The application lists a settlement account number that matches that of AHL-JPMC-8202. First Data provided other documents that indicate the account was “closed by risk” on April 24, 2017.

82. First Data also provided documents pertaining to chargebacks for AHL-FD-5882 that indicate that other Defendants and their employees were involved in managing the account. For example, a dispute response form dated April 27, 2017 was accompanied by a fax cover sheet from American Home Loan Counselors. The dispute response form indicates that American Home Loans, LLC requested a reversal of the dispute and noted, “client is still active in our system also please see payment form to follow.” The next page is a payment form from Preferred Law, PLLC. Another dispute response form dated June 9, 2017 indicates that American Home Loans, LLC requested a reversal of the dispute and noted, “Active client from Jan 20th 2017 thru June 7th 2017 payments are for services rendered. Please see attached payment form approving payments, and several emails showing correspondence between us and

the borrower.” The payment form contains identifies the business as Consumer Defense, LLC, and the attached emails are from an employee whose signature identifies her as a negotiator with Consumer Link. True and correct copies of the AHL-FD-5882 merchant application and agreement and some of the dispute responses are attached to this declaration as **Att. CCC**.

83. The First Data documents also included a merchant processing application and agreement for an account in the name of American Home Loans, LLC (AHL-FD-4889). The application was signed by Jonathan Hanley on January 31, 2017, and identifies him as the owner of the business. 41 W 9000 S, Sandy, UT 84070 is listed as the business address. The application lists the product/service sold as “receives payments for appraisal fees.” The application lists a settlement account number that matches that of AHL-JPMC-8202. Other documents provided by First Data indicate the application was denied. A true and correct copy of the AHL-FD-4889 merchant application is attached to this declaration as **Att. DDD**.

Overview of Bank Accounts

84. During the investigation, pursuant to CIDs, the FTC obtained account records from JP Morgan Chase Bank, N.A. (“JPMC”) and Wells Fargo Bank for the Corporate Defendants and other corporate entities for which one or more of the Individual Defendants is a signatory. The financial records obtained by the FTC include account applications, signatory documents, monthly statements, deposit and withdrawal images, and other transaction records. True and correct copies of the records the FTC obtained are either attached hereto, as indicated below, or summarized below and available upon request.

85. Table 11 below contains a list of JPMC and Wells Fargo bank accounts controlled by Corporate Defendants.

Table 11: JPMC and Wells Fargo Corporate Checking Accounts

Account Name	Account Type	Shorthand	Authorized Signers	Associated Address	Open-Closed ²¹
American Home Loans, LLC	JPMorgan Chase Platinum Business Checking	AHL-JPMC-8202	Jonathan Hanley Sandra Hanley	8180 S 700 E #110 Sandy, UT 84070	6/30/15-Present
AM Property Management, LLC	JPMorgan Chase Platinum Business Checking	AMProperty-JPMC-5805	Jonathan Hanley Sandra Hanley	8180 S 700 E #110 Sandy, UT 84070	4/6/15-Present
AM Property Management, LLC	JPMorgan Chase Brokerage/Securities	AMProperty-JPMC-5692	Jonathan Hanley	8180 S 700 E STE 110 Sandy, UT 84070	10/12/15-Present
Consumer Defense LLC	JPMorgan Chase Platinum Business Checking	Consumer Def-JPMC-9282	Jonathan Hanley Sandra Hanley	500 N Rainbow Blvd Las Vegas, NV 89107	10/18/16-Present
Preferred Law PLLC	JPMorgan Chase Platinum Business Checking	Preferred-JPMC-2192	Benjamin Horton Sandra Hanley	2825 E Cottonwood Pkwy STE 500 Salt Lake City, UT 84121	6/29/15-Present
Preferred Law PLLC	JPMorgan Chase IOLTA account	Preferred Trust-JPMC-0861	Benjamin Horton	2825 E Cottonwood Pkwy STE 500 Salt Lake City, UT 84121	7/7/15-Present
Modification Review Board, LLC	JPMorgan Chase Platinum Business Checking	MRB-JPMC-0958	Jonathan Hanley Sandra Hanley	9035 S 700 E STE 203 Sandy, UT 84070	4/6/15-Present
Modification Review Board, LLC	JPMorgan Chase Platinum Business Checking	MRB-JPMC-3556	Jonathan Hanley Sandra Hanley	9035 S 700 E STE 203 Sandy, UT 84070	4/6/15-Present
FMG Partners, LLC	JPMorgan Chase Business Select Checking	FMG-JPMC-5331	Fernando Moncayo Sandra Hanley	Residential address in Cottonwood Heights, UT	11/1/11-4/30/14
FMG Partners, LLC	Wells Fargo Expanded Business Services Package	FMG-WF-9414	Fernando Moncayo Amparo Moncayo	Residential address in Cottonwood Heights, UT	2/27/12-Present
FMG Partners, LLC	Wells Fargo Business Market Rate Savings	FMG-WF-1592	Fernando Moncayo Amparo Moncayo	Residential address in Cottonwood Heights, UT	2/27/12-11/30/16

86. The two accounts with Wells Fargo have a significantly lower transaction volume than the JPMC accounts. FMG-WF-9414 appears to be receiving transfers from other accounts associated with the Corporate Defendants and making some payments to employees of the Corporate Defendants. However, the Wells Fargo accounts appear to play a smaller role in the operation than the JPMC accounts.

Bank Account Opening Documents

²¹ An account is listed as open through the present if the account was open as of approximately June 26, 2017 and August 15, 2017, the respective dates that the FTC received JPMC and Wells Fargo's responses to the FTC's CID.

87. True and correct copies of account applications and signatory documents the FTC obtained from JPMC are appended as follows:

- a. AHL-JPMC-8202 – Att. **EEE**
- b. AMProperty-JPMC-5805 – Att. **FFF**
- c. AMProperty-JPMC-5692 (Securities Account) – Att. **GGG**
- d. Consumer Def-JPMC-9282 – Att. **HHH**
- e. MRB-JPMC-0958 – Att. **III**
- f. MRB-JPMC-3556 – Att. **JJJ**
- g. Preferred-JPMC-2192 – Att. **KKK**
- h. PreferredTrust-JPMC-0861 – Att. **LLL**
- i. FMG-JPMC-5331 – Att. **MMM**

88. The FTC received limited information from various CID recipients during the course of the investigation about accounts the Defendants maintained with other financial institutions, such as Zions Bank and Bank of the West. Table 12 below contains a list of these accounts. The “known dates active” column does not indicate dates the accounts were opened and closed; it comprises the date range for which I was able to identify transactions on these accounts. Likewise, the “authorized signers” column is not comprehensive; it denotes the signatories I was able to identify.

Table 12: Bank of the West and Zions Bank Accounts

Institution	Account Name	Shorthand	Authorized Signers	Associated Address	Known dates active
Bank of the West	AM Property Management, LLC	AMProperty-BOTW-3732	Sandra Hanley	8180 S 700 E STE 110 Sandy, UT 84070	April 2013 – February 2016
Bank of the West	Modification Review Board LLC	MRB-BOTW-6147	Sandra Hanley Jonathan Hanley	8180 S 700 E STE 110 Sandy, UT 84070	December 2012 – January 2016

Bank of the West	Brown Legal Inc	BrownLegal-BOTW-5027	Sandra Hanley Jonathan Hanley ²²	9035 S 700 E STE 203 Sandy, UT 84070	April – December 2012
Bank of the West	Preferred Law PLLC	Preferred-BOTW-5859	Benjamin Horton Sandra Hanley	8180 S 700 E STE 110 Sandy, UT 84070	May 2013 – May 2015
Bank of the West	Preferred Law PLLC	PreferredTrust-BOTW-5867	Benjamin Horton Sandra Hanley	Unknown	October 2011 – June 2013
Zions Bank	FMG Partners, LLC	FMG-Zions-1715	Sandra Hanley	Residential address in Cottonwood Heights, UT	February – July 2012

89. CID responses from JPMC and Wells Fargo contain check and deposit images that show one or more Individual Defendants' control over these Bank of the West and Zions Bank accounts. Samples of these images, including a check deposited to MRB-JPMC-0958, a check deposited to MRB-JPMC-3556, seven checks written from FMG-JPMC-5331, three checks deposited to AMProperty-JPMC-5805, and five checks deposited to FMG-WF-9414 are attached to this declaration as Att. NNN.

Bank Account Analysis

90. Based on my analysis of the account records that JPMC produced, I created Table 13, below, summarizing activity in the Corporate Defendants' JPMC accounts. As indicated below, the tables show total credits to and debits from the accounts, total number of transactions for each account, and the dates each account was active. My analysis of the account records reveals that consumer funds moved in and out of the Corporate Defendants' checking accounts at a rapid pace.

Table 13: JPMC Transaction Summary

Account	Sum of Credits	Sum of Debits	Total Transactions	Transaction Dates
AHL-JPMC-8202	\$1,191,545.60	\$1,154,267.96	848	June 2015 – April 2017
AMProperty-JPMC-5805	\$1,918,772.17	\$1,907,498.62	1099	June 2015 – April 2017
ConsumerDef-JPMC-9282	\$ 332,606.04	\$ 328,430.15	161	October 2016 – April 2017
FMG-JPMC-5331	\$1,437,584.80	\$1,459,795.10	1154	January 2012 – April 2014

²² The JPMC records for FMG-JPMC-5331 include a check made out to Brown Legal. The check was deposited at a Bank of the West Account and the signature on the back of the check matches Jonathan Hanley's. The check image does not indicate the account number of the Bank of the West account in the name of Brown Legal.

MRB-JPMC-0958	\$1,768,516.79	\$1,768,098.10	1528	May 2015 – April 2017
MRB-JPMC-3556	\$2,070,476.20	\$2,070,264.80	2413	July 2015 – April 2017
Preferred-JPMC-2192	\$4,324,448.13	\$4,323,476.04	1426	July 2015 – April 2017
PreferredTrust-JPMC-0861	\$ 16,375.94	\$ 15,900.94	53	July 2015 – April 2017

91. As described above, PreferredTrust-JPMC-0861 is an IOLTA account. The account exhibited a relatively low transaction volume, and the vast majority of the transactions made pertaining to that account are interest earned or interest paid. Excluding interest-related transactions, there were only six transactions between July 2015 and October 2016, and there were no non-interest-related transactions after October 2016. This account did not appear to take in any credits from payment processors or other sources of consumer payments.

92. Defendants' JPMC and Wells Fargo records also included images of checks written on the accounts of the Corporate Defendants. The records show that Benjamin Horton signed checks issued on the Preferred-JPMC-2192 account, that Jonathan Hanley signed checks issued on the MRB-JPMC-3556, MRB-JPMC-0958, and ConsumerDef-JPMC-9282 accounts, and that Sandra Hanley signed checks issued on the ConsumerDef-JPMC-9282, FMG-JPMC-5331, MRB-JPMC-3556, Preferred-JPMC-2192, and AMProperty-JPMC-5805 accounts. In numerous instances, there are notations on the checks' memo lines regarding the transactions. Some of these memo lines include a partial office address, such as "41 W. 9000 S.," "8180 S. 700 E. #110," or "9035 S.700 E. #203." Among other things, the Individual Defendants signed checks for the companies' payments to employees, office rental payments, and office supplies. True and correct copies of samples of checks pertaining to business expenses are attached to this declaration as **Att. 000**.

Internal Transfers

93. The Corporate Defendants frequently transferred money among JPMC accounts. Table 14 below lists internal transfers between the Defendants' active corporate accounts with

JPMC. In total, the Corporate Defendants transferred approximately \$4.55 million among six main checking accounts.

Table 14: Internal Transfers between JPMC Corporate Accounts

Account	Total Debits	Sum of Debits	Total Credits	Sum of Credits
Preferred-JPMC-2192	568	\$ 3,743,735	13	\$ 36,200
AHL-JPMC-8202	49	\$ 229,600	21	\$ 218,310
MRB-JPMC-0958	25	\$ 76,135	332	\$ 1,661,050
MRB-JPMC-3556	28	\$ 103,950	272	\$ 2,023,990
AMProperty-JPMC-5805	61	\$ 360,480	67	\$ 373,900
ConsumerDef-JPMC-9282	11	\$ 40,900	37	\$ 241,350
Grand Total	742	\$ 4,554,800	742	\$ 4,554,800

94. Documents also indicate that the Defendants transferred money among JPMC or Wells Fargo accounts and Bank of the West or Zions Bank accounts. For instance, between March 2012 and December 2013, Sandra Hanley signed approximately 88 checks from the FMG-JPMC-5331 account made out to Brown Legal. The checks totaled approximately \$673,500. Where readable, the deposit ticket indicates that these checks were deposited at Bank of the West (*See Att. NNN*). I identified a check deposited to FMG-WF-9414 from the FMG-Zions-1715 account (*See Att. NNN*). There were also several checks deposited in the FMG-WF-9414 account from Bank of the West accounts in the names of Brown Legal, Inc. (BrownLegal-BOTW-5027) and Modification Review Board LLC (MRB-BOTW-6147). I identified a check to MRB-JPMC-3556 from an account in the name of AM Property Management (AMProperty-BOTW-3732), and deposits to MRB-JPMC-0958 from Preferred Law (Preferred-BOTW-5859) and Modification Review Board (MRB-BOTW-6147) BOTW checks (*See Att. NNN*). AMProperty-JPMC-5805 also received checks from MRB-BOTW-6147 and AMProperty-BOTW-3732.

Dissipation of Assets

95. The FTC obtained limited information from JPMC pertaining to personal accounts. There were substantial transactions from the corporate accounts to one such personal account (and vice versa), a JPMC checking account associated with Jonathan and Sandra Hanley (Hanley-JMPC-7918). The JPMC records also show that funds were disbursed from the corporate accounts in the form of cash withdrawals, checks made payable to “cash,” and checks made out to the Individual Defendants. In the table below, Table 15, I describe gross funds paid to Jonathan and Sandra Hanley.

Table 14: Funds Paid to Jonathan and Sandra Hanley

Defendant	ADP Gross Salary (from Table 8)	Cash Withdrawals	Checks Written to Cash	Net transfers to Hanley-JPMC-7918	Checks	Total Funds Paid
Jonathan Hanley	\$353,600	\$100,700	\$ 5,200	\$500,378.66	\$ 8,641.82	\$ 968,520.48
Sandra Hanley	\$405,000	\$ 54,882	\$20,300		\$10,132.66	\$ 490,314.66 ²³
Grand Total	\$758,600	\$155,582	\$25,500	\$500,378.66	\$18,774.48	\$1,458,835.14

96. My analysis of the account records also reveals that there were regular disbursements from corporate accounts for personal expenses. For example, in numerous instances, corporate accounts were debited to cover expenses and services provided for residential properties owned by the Defendants, including the Park City, Utah address that is referenced in Att. N. There were also expenses related to landscaping, luxury goods and services, retail shopping, casino tabs. Based on my analysis of the bank records, Defendants spent at least \$760,000 in corporate funds directly to or for personal expenses (*See Table 15 below*).

Table 15: Personal Expenses

Account	Expense Category	Dates	Amount
FMG-JPMC-5331 MRB-JPMC-3556	Hotels, Resorts, and Casinos ²⁴	March 2012 – September 2016	\$9,129.84

²³ I did not include the \$500,378.66 from net transfers to Hanley-JPMC-7918 when calculating Sandra Hanley’s Total Funds Paid, so as not to double-count those transfers when calculating the grand total funds.

AMProperty-JPMC-5805			
AMProperty-JPMC-5805	Park City property ²⁵	October 2015 – April 2017	\$42,792.44
ConsumerDef-JPMC-9282 AMProperty-JPMC-5805 FMG-WF-9414 MRB-JPMC-3556	Other home expenses ²⁶	August 2012 – April 2017	\$188,149.97
FMG-JPMC-5331 AHL-JPMC-8202	Luxury Goods ²⁷	March 2012 – May 2016	\$21,775.20
FMG-JPMC-5331 MRB-JPMC-3556 AMProperty-JPMC-5805 MRB-JPMC-0958 FMG-WF-9414	Retail Shopping ²⁸	March 2012 – April 2017	\$28,869.13
MRB-JPMC-0958 MRB-JPMC-3556 FMG-WF-9414	Personal Credit Card Expenditures	May 2012 – April 2017	\$333,453.01
Preferred-JPMC-2192 MRB-JPMC-3556 MRB-JPMC-0958	Private School Tuition ²⁹	July 2015 – October 2016	\$43,392.95
AMProperty-JPMC-5805 MRB-JPMC-3556	Comcast Cable	October 2015 – April 2017	\$17,489.20
FMG-JPMC-5331 MRB-JPMC-3556	Salon, Spa, and Massage Parlors	September 2012 – April 2017	\$2,875.79
Total	All Personal Expenses	March 2012 – April 2017	\$763,347.85

97. True and correct copies of samples of checks indicating the disbursement of corporate funds for personal expenses are attached to this declaration as **Att. PPP**.

Redaction of personal information

²⁴ These include expenses at Wynn Las Vegas & Encore Resort in Las Vegas, Nevada; Luxor Hotel & Casino in Las Vegas, Nevada; Borgata Hotel & Casino in Atlantic City, New Jersey; Utah; Old Town bed & breakfast in Chicago, Illinois; Deer Valley Ski Resort in Park City, Utah; Snowbird Ski Resort in Snowbird, Utah; SkyBar at the Mondrian Hotel in Los Angeles, California; and Beverly Hills Hotel in Los Angeles, California.

²⁵ These include payments to the Aspen Hollow Homeowners' Association, Park City, plumbing companies, and several individuals or companies with the address of the Park City property written in the memo line of the checks.

²⁶ These include expenses at lawn-care services, furniture and home décor stores, pool construction companies, and over \$75,000 to a Park City, Utah construction company called Bubba's Paint. These also include payments to homeowners associations and apartment complexes associated with the personal residence of Fernando Moncayo and Amparo Moncayo, Sandra Hanley's parents, payments to Nationstar Mortgage, and checks with the address of a personal residence associated with Jonathan and Sandra Hanley written in the memo line.

²⁷ These include expenses at Chanel Boutique, CLS Limousine Service, Louis Vuitton, Neiman Marcus, and a transaction at AAA Jewelers for over \$15,000.

²⁸ These include expenses at Nordstrom, J. Crew, Costco, Big 5 Sporting Goods, Bana Republic, Sam's Club, Wal-Mart, and 90 expenses totaling over \$14,000 at Target.

²⁹ These include transactions to a private school in Sandy, Utah. Many of the check images appear to list the names of Jonathan and Sandra Hanley's children in the memo line of the checks.

98. Personal identifying information, such as dates of birth, social security numbers, and full account numbers have been redacted from the Attachments to this declaration.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the statements made in this declaration are true and correct.

Executed in Washington, D.C., on Jan 5, 2018.


Elizabeth Feldstein

**PX 20 – DECLARATION OF ELIZABETH FELDSTEIN
ATTACHMENT INDEX**

Description	Attachment	Page No.
Corporate Records		
NV Secretary of State – Consumer Defense LLC	A	47
NV Secretary of State – Consumer Link, Inc.	B	54
CO Secretary of State – American Home Loans, LLC	C	58
UT Div. of Corp. & Comm. Code – AM Property Management, LLC	D	67
UT Div. of Corp. & Comm. Code – American Home Loan Counselors	E	81
UT Div. of Corp. & Comm. Code – American Home Loans, LLC	F	91
UT Div. of Corp. & Comm. Code – Brown Legal, Inc.	G	102
UT Div. of Corp. & Comm. Code – Consumer Defense, LLC	H	106
UT Div. of Corp. & Comm. Code – FMG Partners, LLC	I	112
UT Div. of Corp. & Comm. Code – Consumer Defense Group, LLC (f/k/a Modification Review Board, LLC)	J	123
UT Div. of Corp. & Comm. Code – Preferred Law, PLLC	K	131
UT Div. of Corp. & Comm. Code – Zinly, LLC	L	139
Property Records		
Salt Lake County – 41 West 9000 South, Sandy, UT 84070	M	143
Summit County – 8165 Royal Street, Apt. 9, Park City, UT 84060	N	147
Regus Virtual Office Records		
200 S Virginia 8th Floor, Reno, NV 89501	O	150
500 N. Rainbow Blvd STE 300 Las Vegas, NV 89107	P	157
2825 E. Cottonwood Pkwy STE 500, Salt Lake City, UT 84121	Q	164
P.O. Box Records		
P.O. Box 949, Sandy, UT	R	172
FTC Undercover Call Recording		
Transcript of October 14, 2016 Undercover Call	S	175
Lawsuits and Law Enforcement Actions		
<i>Feacher et al. v. Jonathan Hanley et al.</i>	T	182
<i>Evert et al. v. Preferred Law et al.</i>	U	249
<i>In re: Bernice James Bently</i>	V	278
<i>Jonathan Hanley v. Aspen Hollow Homeowners Association</i>	W	287
Utah AG – Transcript of January 9, 2014 Bankruptcy Deposition and Wisconsin Consumer Complaint File	X	293
New Mexico AG – Transcript of Call Recordings and Email	Y	413
CT Dept. of Banking – Temporary Order to Cease and Desist; Transcript of Hearing; and Findings of Fact, Conclusions of Law, and Order	Z	468
Oregon CBS – Motion for Summary Determination and Exhibits	AA	678
Utah State Bar – Letter from the NC DOJ to the Utah State Bar and attached Letter of Caution	BB	724
Utah State Bar – OPC Complaint against Benjamin Horton	CC	739
Utah State Bar – Deposition of Benjamin Horton	DD	768

Utah State Bar – OPC Cases #13-0413, 14-0174, 17-0148, and 14-2338	EE	899
Utah State Bar – Discipline by Consent and Settlement Agreement & Order of Discipline	FF	1012
Domain Name Records		
GoDaddy Records	GG	1032
DomainsByProxy Records	HH	1075
Better Business Bureau Records		
Preferred Law, PLLC	II	1090
Consumer Defense, LLC	JJ	1093
American Home Loan Counselors	KK	1095
ADP Employee Payroll Records		
Modification Review Board – Account Opening Documents	LL	1097
Consumer Defense, LLC – Account Opening Documents	MM	1102
Modification Review Board – Year-to-date Payroll Summaries, 2013-16	NN	1107
Consumer Defense, LLC – Year-to-date Payroll Summaries, 2016-17	OO	1132
Chase Paymentech Records		
Merchant Application and Agreement – Preferred-Paymentech-2920	PP	1140
Account Termination Letter – Preferred-Paymentech-2920	QQ	1164
Intuit Records		
Merchant Application and Correspondence – AMProperty-Intuit-3533	RR	1166
Merchant Application and Correspondence – AMProperty-Intuit-7065	SS	1178
Merchant Application and Correspondence – Preferred-Intuit-6953	TT	1186
Merchant Application – Preferred-Intuit-9747	UU	1192
Merchant Application – AHL-Intuit-2180	VV	1196
Elavon Records		
Merchant Application and Termination – AMProperty-Elavon-6287	WW	1200
Merchant Application – ConsumerDef-Elavon-9338	XX	1206
Merchant Application – AHL-Elavon-5061	YY	1213
TSYS Merchant Solutions Records		
Merchant Application and Termination – FMG-TSYS-7731	ZZ	1223
Merchant Applications – AHL-TSYS-2107/AHL-TSYS-9455	AAA	1232
Fresno First Bank		
Merchant Application – American Home Loans Account	BBB	1245
First Data		
Merchant Application and Correspondence – AHL-FD-5882	CCC	1248
Merchant Application – AHL-FD-4889	DDD	1260
Bank Account Opening Documents		
Signature Card – AHL-JPMC-8202	EEE	1266
Signature Card – AMProperty-JPMC-5805	FFF	1268
Signature Card – AMProperty-JPMC-5692 (Securities Account)	GGG	1271
Signature Card – Consumer Def-JPMC-9282	HHH	1276
Signature Card – MRB-JPMC-0958	III	1278
Signature Card – MRB-JPMC-3556	JJJ	1281
Signature Card – Preferred-JPMC-2192	KKK	1284
Signature Card – PreferredTrust-JPMC-0861	LLL	1287

Signature Card – FMG-JPMC-5331	MMM	1289
Selected Bank Account Images		
Bank of the West and Zions Bank Check Images	NNN	1292
Selected Payroll Checks	OOO	1311
Selected Personal Expense Checks	PPP	1329

Attachment A



BARBARA K. CEGAVSKE
 Secretary of State
 202 North Carson Street
 Carson City, Nevada 89701-4201
 (775) 684-5708
 Website: www.nvsos.gov



050106

Articles of Organization Limited-Liability Company

(PURSUANT TO NRS CHAPTER 86)

Filed in the office of <i>Barbara K. Cegavske</i> Barbara K. Cegavske Secretary of State State of Nevada	Document Number 20160316655-55 Filing Date and Time 07/18/2016 10:35 AM Entity Number E0316672016-2
--	---

(This document was filed electronically.)

USE BLACK INK ONLY - DO NOT HIGHLIGHT

ABOVE SPACE IS FOR OFFICE USE ONLY

1. Name of Limited-Liability Company: (must contain approved limited-liability company wording; see instructions)	CONSUMER DEFENSE LLC		Check box if a Series Limited- Liability Company <input type="checkbox"/>	Check box if a Restricted Limited- Liability Company <input type="checkbox"/>
2. Registered Agent for Service of Process: (check only one box)	<input checked="" type="checkbox"/> Commercial Registered Agent: REGISTERED AGENTS INC. Name <input type="checkbox"/> Noncommercial Registered Agent (name and address below) OR <input type="checkbox"/> Office or Position with Entity (name and address below) Name of Noncommercial Registered Agent OR Name of Title of Office or Other Position with Entity Street Address City Nevada Zip Code Mailing Address (if different from street address) City Nevada Zip Code			
3. Dissolution Date: (optional)	Latest date upon which the company is to dissolve (if existence is not perpetual):			
4. Management: (required)	Company shall be managed by: <input checked="" type="checkbox"/> Manager(s) OR <input type="checkbox"/> Member(s) (check only one box)			
5. Name and Address of each Manager or Managing Member: (attach additional page if more than 3)	1) JONATHAN HANLEY Name 500 NORTH RAINBOW BLVD LAS VEGAS NV 89107 Street Address City State Zip Code 2) SANDRA HANLEY Name 500 NORTH RAINBOW BLVD LAS VEGAS NV 89107 Street Address City State Zip Code 3) Name Street Address City State Zip Code			
6. Name, Address and Signature of Organizer: (attach additional page if more than 1 organizer)	I declare, to the best of my knowledge under penalty of perjury, that the information contained herein is correct and acknowledge that pursuant to NRS 239.330, it is a category C felony to knowingly offer any false or forged instrument for filing in the Office of the Secretary of State. JONATHAN HANLEY <input checked="" type="checkbox"/> JONATHAN HANLEY Name Organizer Signature 500 NORTH RAINBOW BLVD LAS VEGAS NV 89107 Address City State Zip Code			
7. Certificate of Acceptance of Appointment of Registered Agent:	I hereby accept appointment as Registered Agent for the above named Entity. <input checked="" type="checkbox"/> REGISTERED AGENTS INC. Authorized Signature of Registered Agent or On Behalf of Registered Agent Entity 7/18/2016 Date PX20-48			

This form must be accompanied by appropriate fees.

Nevada Secretary of State NRS 86 LLC Articles
Revised: 10-1-15

INITIAL/ANNUAL LIST OF MANAGERS OR MANAGING MEMBERS AND STATE BUSINESS LICENSE APPLICATION OF:

CONSUMER DEFENSE LLC

NAME OF LIMITED-LIABILITY COMPANY

ENTITY NUMBER

E0316672016-2

FOR THE FILING PERIOD OF JUL, 2016 TO JUL, 2017

USE BLACK INK ONLY - DO NOT HIGHLIGHT

****YOU MAY FILE THIS FORM ONLINE AT www.nvsilverflume.gov****
☐ Return one file stamped copy. (If filing not accompanied by order instructions, file stamped copy will be sent to registered agent.)
IMPORTANT: Read instructions before completing and returning this form.

1. Print or type names and addresses, either residence or business, for all manager or managing members. A Manager, or if none, a Managing Member of the LLC must sign the form. **FORM WILL BE RETURNED IF UNSIGNED.**
2. If there are additional managers or managing members, attach a list of them to this form.
3. Return completed form with the fee of \$150.00. A \$75.00 penalty must be added for failure to file this form by the deadline. An annual list received more than 90 days before its due date shall be deemed an amended list for the previous year.
4. State business license fee is \$200.00. Effective 2/1/2010, \$100.00 must be added for failure to file form by deadline.
5. Make your check payable to the Secretary of State
6. **Ordering Copies:** If requested above, one file stamped copy will be returned at no additional charge. To receive a certified copy, enclose an additional \$30.00 per certification. A copy fee of \$2.00 per page is required for each additional copy generated when ordering 2 or more file stamped or certified copies. Appropriate instructions must accompany your order.
7. Return the completed form to: Secretary of State, 202 North Carson Street, Carson City, Nevada 89701-4201, (775) 684-5708.
8. Form must be in the possession of the Secretary of State on or before the last day of the month in which it is due. (Postmark date is not accepted as receipt date.) Forms received after due date will be returned for additional fees and penalties. Failure to include annual list and business license fees will result in rejection of filing.

ANNUAL LIST FILING FEE: \$150.00 LATE PENALTY: \$75.00 (if filing late)

BUSINESS LICENSE FEE: \$200.00 LATE PENALTY: \$100.00 (if filing late)

CHECK ONLY IF APPLICABLE AND ENTER EXEMPTION CODE IN BOX BELOW
☐ Pursuant to NRS Chapter 76, this entity is exempt from the business license fee. Exemption code:

NOTE: If claiming an exemption, a notarized Declaration of Eligibility form must be attached. Failure to attach the Declaration of Eligibility form will result in rejection, which could result in late fees.

NRS 76.020 Exemption Codes

- 001 - Governmental Entity
- 005 - Motion Picture Company
- 006 - NRS 680B.020 Insurance Co.

NAME

JONATHAN HANLEY

MANAGER OR MANAGING MEMBER

ADDRESS

500 NORTH RAINBOW BLVD , USA

CITY

LAS VEGAS

STATE

NV

ZIP CODE

89107

NAME

SANDRA HANLEY

MANAGER OR MANAGING MEMBER

ADDRESS

500 NORTH RAINBOW BLVD , USA

CITY

LAS VEGAS

STATE

NV

ZIP CODE

89107

NAME

MANAGER OR MANAGING MEMBER

ADDRESS

CITY

STATE

ZIP CODE

NAME

MANAGER OR MANAGING MEMBER

ADDRESS

CITY

STATE

ZIP CODE

None of the managers or managing members identified in the list of managers and managing members has been identified with the fraudulent intent of concealing the identity of any person or persons exercising the power or authority of a manager or managing member in furtherance of any unlawful conduct.

I declare, to the best of my knowledge under penalty of perjury, that the information contained herein is correct and acknowledge that pursuant to NRS 239.330, it is a category C felony to knowingly offer any false or forged instrument for filing in the Office of the Secretary of State.

X JONATHAN HANLEY

Title

MANAGER

Date

7/18/2016 10:35:55 AM

Signature of Manager, Managing Member or Other Authorized Signature

INITIAL/ANNUAL LIST OF MANAGERS OR MANAGING MEMBERS AND STATE BUSINESS LICENSE APPLICATION OF:

CONSUMER DEFENSE LLC

NAME OF LIMITED-LIABILITY COMPANY

ENTITY NUMBER

E0316672016-2

FOR THE FILING PERIOD OF JUL, 2016 TO JUL, 2017

USE BLACK INK ONLY - DO NOT HIGHLIGHT

****YOU MAY FILE THIS FORM ONLINE AT www.nvsilverflume.gov****
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IMPORTANT: Read instructions before completing and returning this form.

- Print or type names and addresses, either residence or business, for all manager or managing members. A Manager, or if none, a Managing Member of the LLC must sign the form. **FORM WILL BE RETURNED IF UNSIGNED.**
- If there are additional managers or managing members, attach a list of them to this form.
- Return completed form with the fee of \$150.00. A \$75.00 penalty must be added for failure to file this form by the deadline. An annual list received more than 90 days before its due date shall be deemed an amended list for the previous year.
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NRS 76.020 Exemption Codes

- 001 - Governmental Entity
- 005 - Motion Picture Company
- 006 - NRS 680B.020 Insurance Co.

NAME

APPOINTED MANAGER

MANAGER OR MANAGING MEMBER

ADDRESS

500 NORTH RAINBOW BLVD , USA

CITY

LAS VEGAS

STATE

NV

ZIP CODE

89107

NAME

APPOINTED MANAGER

MANAGER OR MANAGING MEMBER

ADDRESS

500 NORTH RAINBOW BLVD , USA

CITY

LAS VEGAS

STATE

NV

ZIP CODE

89107

NAME

MANAGER OR MANAGING MEMBER

ADDRESS

CITY

STATE

ZIP CODE

NAME

MANAGER OR MANAGING MEMBER

ADDRESS

CITY

STATE

ZIP CODE

None of the managers or managing members identified in the list of managers and managing members has been identified with the fraudulent intent of concealing the identity of any person or persons exercising the power or authority of a manager or managing member in furtherance of any unlawful conduct.

I declare, to the best of my knowledge under penalty of perjury, that the information contained herein is correct and acknowledge that pursuant to NRS 239.330, it is a category C felony to knowingly offer any false or forged instrument for filing in the Office of the Secretary of State.

X APPOINTED MANAGER

Title

MANAGER

Date

9/28/2016 11:13:19 AM

Signature of Manager, Managing Member or Other Authorized Signature

INITIAL/ANNUAL LIST OF MANAGERS OR MANAGING MEMBERS AND STATE BUSINESS LICENSE APPLICATION OF:

CONSUMER DEFENSE LLC

NAME OF LIMITED-LIABILITY COMPANY

ENTITY NUMBER

E0316672016-2

FOR THE FILING PERIOD OF JUL, 2016 TO JUL, 2017

USE BLACK INK ONLY - DO NOT HIGHLIGHT

****YOU MAY FILE THIS FORM ONLINE AT www.hvslverflume.gov****
☐ Return one file stamped copy. (If filing not accompanied by order instructions, file stamped copy will be sent to registered agent.)
IMPORTANT: Read instructions before completing and returning this form.

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- 001 - Governmental Entity
- 005 - Motion Picture Company
- 006 - NRS 680B.020 Insurance Co.

NAME

JONATHAN HANLEY

MANAGER OR MANAGING MEMBER

ADDRESS

500 NORTH RAINBOW BLVD , USA

CITY

LAS VEGAS

STATE

NV

ZIP CODE

89107

NAME

SANDRA HANLEY

MANAGER OR MANAGING MEMBER

ADDRESS

500 NORTH RAINBOW BLVD , USA

CITY

LAS VEGAS

STATE

NV

ZIP CODE

89107

NAME

MANAGER OR MANAGING MEMBER

ADDRESS

CITY

STATE

ZIP CODE

NAME

MANAGER OR MANAGING MEMBER

ADDRESS

CITY

STATE

ZIP CODE

None of the managers or managing members identified in the list of managers and managing members has been identified with the fraudulent intent of concealing the identity of any person or persons exercising the power or authority of a manager or managing member in furtherance of any unlawful conduct.

I declare, to the best of my knowledge under penalty of perjury, that the information contained herein is correct and acknowledge that pursuant to NRS 239.330, it is a category C felony to knowingly offer any false or forged instrument for filing in the Office of the Secretary of State.

X JONATHAN HANLEY

Title

MANAGER

Date

10/17/2016 9:56:34 AM

Signature of Manager, Managing Member or Other Authorized Signature

INITIAL/ANNUAL LIST OF MANAGERS OR MANAGING MEMBERS AND STATE BUSINESS LICENSE APPLICATION OF:

CONSUMER DEFENSE LLC

NAME OF LIMITED-LIABILITY COMPANY

ENTITY NUMBER

E0316672016-2

FOR THE FILING PERIOD OF JUL, 2016 TO JUL, 2017

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****YOU MAY FILE THIS FORM ONLINE AT www.nvssilverflume.gov****

- ☐ Return one file stamped copy. (If filing not accompanied by order instructions, file stamped copy will be sent to registered agent.)

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NRS 76.020 Exemption Codes

- 001 - Governmental Entity
005 - Motion Picture Company
006 - NRS 680B.020 Insurance Co.

NAME SIGNING MANAGER		MANAGER OR MANAGING MEMBER	
ADDRESS 500 NORTH RAINBOW BLVD , USA	CITY LAS VEGAS	STATE NV	ZIP CODE 89107
NAME SIGNING MANAGER		MANAGER OR MANAGING MEMBER	
ADDRESS 500 NORTH RAINBOW BLVD , USA	CITY LAS VEGAS	STATE NV	ZIP CODE 89107
NAME		MANAGER OR MANAGING MEMBER	
ADDRESS	CITY	STATE	ZIP CODE
NAME		MANAGER OR MANAGING MEMBER	
ADDRESS	CITY	STATE	ZIP CODE

None of the managers or managing members identified in the list of managers and managing members has been identified with the fraudulent intent of concealing the identity of any person or persons exercising the power or authority of a manager or managing member in furtherance of any unlawful conduct.

I declare, to the best of my knowledge under penalty of perjury, that the information contained herein is correct and acknowledge that pursuant to NRS 239.330, it is a category C felony to knowingly offer any false or forged instrument for filing in the Office of the Secretary of State.

X APPOINTED MANAGER

Title

MANAGER

Date

12/2/2016 2:21:04 PM

**Signature of Manager, Managing Member or
Other Authorized Signature**

**INITIAL/ANNUAL LIST OF MANAGERS OR MANAGING MEMBERS AND STATE
BUSINESS LICENSE APPLICATION OF:****CONSUMER DEFENSE LLC**

NAME OF LIMITED-LIABILITY COMPANY

ENTITY NUMBER

E0316672016-2FOR THE FILING PERIOD OF **JUL, 2017** TO **JUL, 2018**

USE BLACK INK ONLY - DO NOT HIGHLIGHT

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- ☐ Return one file stamped copy. (If filing not accompanied by order instructions, file stamped copy will be sent to registered agent.)

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- ☐ Pursuant to NRS Chapter 76, this entity is exempt from the business license fee. Exemption code:

NOTE: If claiming an exemption, a notarized Declaration of Eligibility form must be attached. Failure to attach the Declaration of Eligibility form will result in rejection, which could result in late fees.

NRS 76.020 Exemption Codes

- 001 - Governmental Entity
005 - Motion Picture Company
006 - NRS 680B.020 Insurance Co.

NAME

SIGNING MANAGER**MANAGER OR MANAGING MEMBER**

ADDRESS

500 NORTH RAINBOW BLVD

CITY

LAS VEGAS

STATE

NV

ZIP CODE

89107

NAME

SIGNING MANAGER**MANAGER OR MANAGING MEMBER**

ADDRESS

500 NORTH RAINBOW BLVD

CITY

LAS VEGAS

STATE

NV

ZIP CODE

89107

NAME

MANAGER OR MANAGING MEMBER

ADDRESS

CITY

STATE

ZIP CODE

NAME

MANAGER OR MANAGING MEMBER

ADDRESS

CITY

STATE

ZIP CODE

None of the managers or managing members identified in the list of managers and managing members has been identified with the fraudulent intent of concealing the identity of any person or persons exercising the power or authority of a manager or managing member in furtherance of any unlawful conduct.

I declare, to the best of my knowledge under penalty of perjury, that the information contained herein is correct and acknowledge that pursuant to NRS 239.330, it is a category C felony to knowingly offer any false or forged instrument for filing in the Office of the Secretary of State.

X JONATHAN HANLEY

Title

SIGNING MANAGER

Date

6/1/2017 10:37:24 AM

**Signature of Manager, Managing Member or
Other Authorized Signature**

Attachment B

From: 6506556633

Page: 4/4

Received by: NV Secretary of State

Date: 9/7/2016 11:03:55 AM



BARBARA K. CEGAVSKE
Secretary of State
202 North Carson Street
Carson City, Nevada 89701-4201
(775) 684-5708
Website: www.nvsos.gov



040604

Nonprofit Articles of Incorporation

(PURSUANT TO NRS CHAPTER 82)

Filed in the office of <i>Barbara K. Cegavske</i> Barbara K. Cegavske Secretary of State State of Nevada	Document Number 20160399341-08
	Filing Date and Time 09/07/2016 9:55 AM
	Entity Number E0396332016-8

USE BLACK INK ONLY - DO NOT HIGHLIGHT

ABOVE SPACE IS FOR OFFICE USE ONLY

1. Name of Corporation:	Consumer Link, Inc.				
2. Registered Agent for Service of Process: (check only one box)	<input checked="" type="checkbox"/> Commercial Registered Agent: InCorp Services, Inc. Name				
	<input type="checkbox"/> Noncommercial Registered Agent (name and address below) OR <input type="checkbox"/> Office or Position with Entity (name and address below)				
	Name of Noncommercial Registered Agent OR Name of Title of Office or Other Position with Entity				
	3773 Howard Hughes Parkway, Suite 500S Las Vegas Nevada 89169 Street Address City State Zip Code				
Mailing Address (if different from street address)		City		State	Zip Code
3. Names and Addresses of the Board of Directors/Trustees: (each Director/Trustee must be a natural person at least 18 years of age; attach additional page if more than four directors/trustees)	1) Jonathan Hanley Name				
	200 S. Virginia, 8th Floor Reno NV 89501 Street Address City State Zip Code				
	2) Sandra Hanley Name				
	200 S. Virginia, 8th Floor Reno NV 89501 Street Address City State Zip Code				
	3) Phillip Hanley Name				
	200 S. Virginia, 8th Floor Reno NV 89501 Street Address City State Zip Code				
	4) _____ Name				
	Street Address City State Zip Code				
	4. Purpose: (required; continue on additional page if necessary) The purpose of the corporation shall be: Organized for charitable, educational, religious or scientific purposes within the meaning of Section 501(c) (3) of the Internal Revenue Code. Board of Directors will dispose of all assets under Section 501(c)(3) of IRS Code of 1954.				
	5. Name, Address and Signature of Incorporator: (attach additional page if more than one incorporator) I declare, to the best of my knowledge under penalty of perjury, that the information contained herein is correct and acknowledge that pursuant to NRS 239.330, it is a category C felony to knowingly offer any false or forged instrument for filing in the Office of the Secretary of State. Sonia Becerra Name 1000 N West St Suite 1200 Address Wilmington DE 19801 City State Zip Code Incorporator Signature				
6. Certificate of Acceptance of Appointment of Registered Agent: I hereby accept appointment as Registered Agent for the above named Entity. X Authorized Signature of Registered Agent or On Behalf of Registered Agent Entity Date					

This form must be accompanied by appropriate fees.

Nevada Secretary of State NRS 82 Articles
Revised: 1-30-15

PX20 - 55

From: 6506556633

Page: 3/4

Received by: NV Secretary of State

Date: 9/7/2016 11:03:54 AM



BARBARA K. CEGAVSKE
Secretary of State
202 North Carson Street
Carson City, Nevada 89701-4201
(775) 684-5708
Website: www.nvsos.gov



180304

Registered Agent Acceptance

(PURSUANT TO NRS 77.310)

This form may be submitted by: a Commercial Registered Agent,
Noncommercial Registered Agent or Represented Entity. For more
information please visit <http://www.nvsos.gov/index.aspx?page=141>

USE BLACK INK ONLY - DO NOT HIGHLIGHT

ABOVE SPACE IS FOR OFFICE USE ONLY

Certificate of Acceptance of Appointment by Registered Agent

In the matter of Consumer Link, Inc.

Name of Represented Business Entity

I, Incorp Services, Inc.

am a:

Name of Appointed Registered Agent OR Represented Entity Serving as Own Agent*

(complete only one)

- a) ☒ commercial registered agent listed with the Nevada Secretary of State.
b) ☐ noncommercial registered agent with the following address for service of process:

Street Address _____ City _____ Nevada _____ Zip Code _____

Mailing Address (if different from street address) _____ City _____ Nevada _____ Zip Code _____

- c) ☐ represented entity accepting own service of process at the following address:

Title of Office or Position of Person in Represented Entity

Street Address _____ City _____ Nevada _____ Zip Code _____

Mailing Address (if different from street address) _____ City _____ Nevada _____ Zip Code _____

and hereby state that on 06/27/2016

I accepted the appointment as registered agent for

the above named business entity. Date

X Anne Stefanov on behalf of Incorp Services, Inc. 06/27/2016
Authorized Signature of R.A. or On Behalf of R.A. Company Date

*If changing Registered Agent when reinstating, officer's signature required.

X

Signature of Officer

Date

Nevada Secretary of State Form RA Acceptance
Revised: 1-6-15

(NONPROFIT) INITIAL/ANNUAL LIST OF OFFICERS AND DIRECTORS OF:

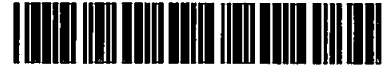
ENTITY NUMBER

CONSUMER LINK, INC.

E0396332016-8

NAME OF CORPORATION

FOR THE FILING PERIOD OF SEP, 2016 TO SEP, 2017



100206

USE BLACK INK ONLY - DO NOT HIGHLIGHT

****YOU MAY NOW FILE THIS LIST ONLINE AT www.nvsilverflume.gov****☐ Return one file stamped copy. (If filing not accompanied by order instructions, file stamped copy will be sent to registered agent.)**IMPORTANT: Read instructions before completing and returning this form.**

- Print or type names and addresses, either residence or business, for all officers and directors. A President, Secretary, Treasurer, or equivalent of and all Directors must be named. There must be at least one director. If there are additional officers, attach a list of them to this form. An **Officer or other authorized signer** must sign the form. **FORM WILL BE RETURNED IF UNSIGNED.**
- Return the completed form with the \$50.00 filing fee, if no capitalization. A \$50.00 penalty must be added for failure to file this form by the deadline. An annual list received more than 90 days before its due date shall be deemed an amended list for the previous year.
- Make your check payable to the Secretary of State. Return the completed form to: Secretary of State, 202 North Carson Street, Carson City, Nevada 89701-4201, (775) 684-5708.
- Form must be in the possession of the Secretary of State on or before the last day of the month in which it is due. (Postmark date is not accepted as receipt date.) Forms received after due date will be returned for additional fees and penalties.
- Ordering Copies:** If requested above, one file stamped copy will be returned at no additional charge. To receive a certified copy, enclose an additional \$30.00 per certification. A copy fee of \$2.00 per page is required for each additional copy generated when ordering 2 or more file stamped or certified copies. Appropriate instructions must accompany your order.

FILING FEE: \$50.00 (IF NO CAPITALIZATION) LATE PENALTY: \$50.00 (if filing late)**Charitable Solicitation Information - check applicable box**

Does Organization intend to solicit charitable/tax deductible contributions?



No - no additional form required



Yes - "Charitable Solicitation Registration Statement" required

Organization claims exemption pursuant to (2015) AB50 15(1) or is recognized as a church under Internal Revenue Code 501(c)(3).



Exempt from filing - "Exemption From Charitable Solicitation Registration Statement" required

**** Failure to include the required statement form will result in rejection of the filing and could result in late fees.****

For nonprofit entities formed under NRS Chapter 80: entities without 501(c) nonprofit designation are required to maintain a state business license, the fee is \$200.00. Those claiming an exemption under 501(c) designation must indicate by checking box below and submit Declaration of Eligibility form. **Failure to attach the required notarized Declaration of Eligibility will result in a rejection, which could result in late fees.**

☐ Pursuant to NRS Chapter 76, this entity is a 501(c) nonprofit entity and is exempt from the business license fee Exemption code 002

NRS Chapter 81 - Nonprofit: entities which are Unit-owners' association or Religious, charitable, fraternal or other organization that qualifies as a tax-exempt organization pursuant to 26 U.S.C. § 501(c) are excluded from the requirement to obtain a state business license. Please indicate below if this entity falls into one of these categories by marking the appropriate box. If the entity does not meet either of these categories please submit \$200.00 for the state business license.

☐ Unit-owners' Association ☐ Religious, charitable, fraternal or other organization that qualifies as a tax-exempt organization pursuant to 26 U.S.C. § 501(c)

NAME SIGNING MANAGER	TITLE(S) PRESIDENT (OR EQUIVALENT OF)
ADDRESS 200 S VIRGINIA 8TH FLOOR , USA	CITY RENO
	STATE NV
	ZIP CODE 89501
NAME SIGNING MANAGER	TITLE(S) SECRETARY (OR EQUIVALENT OF)
ADDRESS 200 S VIRGINIA 8TH FLOOR , USA	CITY RENO
	STATE NV
	ZIP CODE 89501
NAME SIGNING MANAGER	TITLE(S) TREASURER (OR EQUIVALENT OF)
ADDRESS 200 S VIRGINIA 8TH FLOOR , USA	CITY RENO
	STATE NV
	ZIP CODE 89501
NAME SIGNING MANAGER	TITLE(S) DIRECTOR
ADDRESS 200 S VIRGINIA 8TH FLOOR , USA	CITY RENO
	STATE NV
	ZIP CODE 89501

None of the officers or directors identified in the list of officers has been identified with the fraudulent intent of concealing the identity of any person or persons exercising the power or authority of an officer or director in furtherance of any unlawful conduct.

I declare, to the best of my knowledge under penalty of perjury, that the information contained herein is correct and acknowledge that pursuant to NRS 239.330, it is a category C felony to knowingly offer any false or forged instrument for filing in the Office of the Secretary of State.

X APPOINTED MANAGER

Title

SIGNING MANAGER

Date

10/26/2016 10:56:43 AM

**Signature of Officer or Other
Authorized Signature**

Nevada Secretary of State
Revised: 10-1-15

Attachment C

E-Filed

Document must be filed electronically.
 Paper documents are not accepted.
 Fees & forms are subject to change.
 For more information or to print copies
 of filed documents, visit www.sos.state.co.us.

Colorado Secretary of State
 Date and Time: 04/24/2015 01:08 PM
 ID Number: 20151280304
 Document number: 20151280304
 Amount Paid: \$50.00

ABOVE SPACE FOR OFFICE USE ONLY

Articles of Organization

filed pursuant to § 7-80-203 and § 7-80-204 of the Colorado Revised Statutes (C.R.S.)

1. The domestic entity name of the limited liability company is

AMERICAN HOME LOANS, LLC

(The name of a limited liability company must contain the term or abbreviation "limited liability company", "ltd. liability company", "limited liability co.", "ltd. liability co.", "limited", "l.l.c.", "llc", or "ltd." See §7-90-601, C.R.S.)

(Caution: The use of certain terms or abbreviations are restricted by law. Read instructions for more information.)

2. The principal office address of the limited liability company's initial principal office is

Street address **8180 S 700 E**
(Street number and name)
STE 110
SANDY **UT** **84070**
(City) (State) (ZIP/Postal Code)
United States
(Province - if applicable) (Country)

Mailing address
 (leave blank if same as street address)
(Street number and name or Post Office Box information)

(City) (State) (ZIP/Postal Code)
(Province - if applicable) (Country)

3. The registered agent name and registered agent address of the limited liability company's initial registered agent are

Name
 (if an individual)

(Last) (First) (Middle) (Suffix)

or

(if an entity)
InCorp Services, Inc.
(Caution: Do not provide both an individual and an entity name.)

Street address **36 South 18th Avenue, Suite D**
(Street number and name)

BRIGHTON **CO** **80601**
(City) (State) (ZIP Code)

Mailing address
 (leave blank if same as street address)
(Street number and name or Post Office Box information)

 (City) CO (State) _____ (ZIP Code)

(The following statement is adopted by marking the box.)

- ☒ The person appointed as registered agent has consented to being so appointed.

4. The true name and mailing address of the person forming the limited liability company are

Name

(if an individual)

 (Last) (First) (Middle) (Suffix)

or

(if an entity)

AMERICAN HOME LOANS, LLC

(Caution: Do not provide both an individual and an entity name.)

Mailing address

8180 S 700 E

(Street number and name or Post Office Box information)

STE 110

SANDY

(City)

UT

(State)

84070

(ZIP/Postal Code)

United States

(Province - if applicable)

(Country)

(If the following statement applies, adopt the statement by marking the box and include an attachment.)

- ☐ The limited liability company has one or more additional persons forming the limited liability company and the name and mailing address of each such person are stated in an attachment.

5. The management of the limited liability company is vested in

(Mark the applicable box.)

- ☒ one or more managers.

or

- ☐ the members.

6. (The following statement is adopted by marking the box.)

- ☒ There is at least one member of the limited liability company.

7. (If the following statement applies, adopt the statement by marking the box and include an attachment.)

- ☐ This document contains additional information as provided by law.

8. (Caution: Leave blank if the document does not have a delayed effective date. Stating a delayed effective date has significant legal consequences. Read instructions before entering a date.)

(If the following statement applies, adopt the statement by entering a date and, if applicable, time using the required format.)

The delayed effective date and, if applicable, time of this document is/are _____
 (mm/dd/yyyy hour:minute am/pm)

Notice:

Causing this document to be delivered to the Secretary of State for filing shall constitute the affirmation or acknowledgment of each individual causing such delivery, under penalties of perjury, that the document is the individual's act and deed, or that the individual in good faith believes the document is the act and deed of the person on whose behalf the individual is causing the document to be delivered for filing, taken in conformity with the requirements of part 3 of article 90 of title 7, C.R.S., the constituent documents, and the organic statutes, and that the individual in good faith believes the facts stated in the document are true and the document complies with the requirements of that Part, the constituent documents, and the organic statutes.

This perjury notice applies to each individual who causes this document to be delivered to the Secretary of State, whether or not such individual is named in the document as one who has caused it to be delivered.

9. The true name and mailing address of the individual causing the document to be delivered for filing are

<u>Horton</u>	<u>Benjamin</u>	<u>Richard</u>	
<small>(Last)</small>	<small>(First)</small>	<small>(Middle)</small>	<small>(Suffix)</small>
<u>2825 E Cottonwood Pkwy</u>			
<small>(Street number and name or Post Office Box information)</small>			
<u>Ste 500</u>			
<u>Salt Lake City</u>	<u>UT</u>	<u>84121</u>	
<small>(City)</small>	<small>(State)</small>	<small>(ZIP/Postal Code)</small>	
<u></u>	<u>United States</u>		
<small>(Province – if applicable)</small>	<small>(Country)</small>		

(If the following statement applies, adopt the statement by marking the box and include an attachment.)

- ☐ This document contains the true name and mailing address of one or more additional individuals causing the document to be delivered for filing.

Disclaimer:

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E-Filed

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Colorado Secretary of State
 Date and Time: 10/14/2016 11:43 AM
 ID Number: 20151280304
 Document number: 20161694175
 Amount Paid: \$10.00

ABOVE SPACE FOR OFFICE USE ONLY

**Statement of Dissolution
 Limited Liability Company**

Filed pursuant to §7-80-802 of the Colorado Revised Statutes (C.R.S)

ID number: 20151280304

1. Entity name: AMERICAN HOME LOANS, LLC

2. Principal office address:

Street address 8180 S 700 E
(Street number and name)
STE 110
SANDY UT 84070
(City) (State) (ZIP/Postal Code)
United States
(Province – if applicable) (Country)

Mailing address
 (leave blank if same as above)

(Street number and name or Post Office Box information)

(City) (State) (ZIP/Postal Code)

(Province – if applicable) (Country)

3. (Optional) Delayed effective date:
(mm/dd/yyyy)

4. ☐ This document contains additional information as provided by law.

Notice:

Causing this document to be delivered to the secretary of state for filing shall constitute the affirmation or acknowledgment of each individual causing such delivery, under penalties of perjury, that the document is the individual's act and deed, or that the individual in good faith believes the document is the act and deed of the person on whose behalf the individual is causing the document to be delivered for filing, taken in conformity with the requirements of part 3 of article 90 of title 7, C.R.S., the constituent documents, and the organic statutes, and that the individual in good faith believes the facts stated in the document are true and the document complies with the requirements of that Part, the constituent documents, and the organic statutes.

This perjury notice applies to each individual who causes this document to be delivered to the secretary of state, whether or not such individual is named in the document as one who has caused it to be delivered.

5. Name(s) and address(es) of the individual(s) causing the document to be delivered for filing:

<u>Hanley</u>	<u>Jonathan</u>		
<small>(Last)</small>	<small>(First)</small>	<small>(Middle)</small>	<small>(Suffix)</small>
<u>8180 S 700 E STE 110</u>			
<small>(Street name and number or Post Office Box information)</small>			
<u>Sandy</u>	<u>UT</u>	<u>84070</u>	
<small>(City)</small>	<small>(State)</small>	<small>(Postal/Zip Code)</small>	
<u></u>	<u>Albania</u>		
<small>(Province – if applicable)</small>	<small>(Country – if not US)</small>		

☐ This document contains the true name and mailing address of one or more additional individuals causing the document to be delivered for filing.

Disclaimer:

This form, and any related instructions, are not intended to provide legal, business or tax advice, and are offered as a public service without representation or warranty. While this form is believed to satisfy minimum legal requirements as of its revision date, compliance with applicable law, as the same may be amended from time to time, remains the responsibility of the user of this form. Questions should be addressed to the user's attorney.

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Colorado Secretary of State
 Date and Time: 05/22/2017 11:21 AM
 ID Number: 20151280304
 Document number: 20171379924
 Amount Paid: \$100.00

ABOVE SPACE FOR OFFICE USE ONLY

Articles of Reinstatement

filed pursuant to §7-90-301, et seq. and §7-90-1003 of the Colorado Revised Statutes (C.R.S.)

1. For the entity, its ID number and entity name are

ID number 20151280304
(Colorado Secretary of State ID number)

Entity name AMERICAN HOME LOANS, LLC, Dissolved October 14, 2016

2. Following reinstatement the domestic entity name of the domestic entity shall comply with section 7-90-1004.

3. The domestic entity name of the entity following reinstatement is
AMERICAN HOME LOANS, LLC

4. The registered agent name and registered agent address of the registered agent are

Name
 (if an individual) _____
(Last) (First) (Middle) (Suffix)

OR
 (if an entity) InCorp Services, Inc.
(Caution: Do not provide both an individual and an entity name)

The person appointed as registered agent has consented to being so appointed.

Street address 36 South 18th Avenue, Suite D
(Street name and number)

BRIGHTON CO 80601
(City) (State) (Postal/Zip Code)

Mailing address
 (leave blank if same as street address) _____
(Street name and number or Post Office Box information)

(City) (State) (Postal/Zip Code)

(Province – if applicable) (Country – if not US)

5. The principal office address of the entity's principal office is

Street address 8180 S 700 E
(Street name and number)

STE 110

SANDY UT 84070
(City) (State) (Postal/Zip Code)

United States
(Province – if applicable) (Country – if not US)

Mailing address*(leave blank if same as street address)**(Street name and number or Post Office Box information)**(City)**(State)**(Postal/Zip Code)**(Province – if applicable)**(Country – if not US)*

6. The date of formation of the entity is 04/24/2015.
(mm/dd/yyyy)
7. The date of dissolution of the entity is (if known) 10/14/2016.
(mm/dd/yyyy)
8. *(If the following statement applies, adopt the statement by marking the box and including an attachment.)*
☐ This document contains additional information as provided by law.
9. *(Caution: Leave blank if the document does not have a delayed effective date. Stating a delayed effective date has significant legal consequences. Read instructions before entering a date.)*
(If the following statement applies, adopt the statement by entering a date and, if applicable, time using the required format.)
 The delayed effective date and, if applicable, time of this document is/are _____.
(mm/dd/yyyy hour:minute am/pm)
10. The Colorado statute under which the entity existed immediately prior to its dissolution is
7-80-203 and 7-80-204.
11. All applicable conditions of CRS §7-90-1002 have been satisfied.

Notice:

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This perjury notice applies to each individual who causes this document to be delivered to the Secretary of State, whether or not such individual is identified in this document as one who has caused it to be delivered.

12. The true name and mailing address of the individual causing the document to be delivered for filing are

Hanley Jonathan
(Last) (First) (Middle) (Suffix)

8180 S 700 E STE 110
(Street name and number or Post Office Box information)

Sandy UT 84070
(City) (State) (Postal/Zip Code)

United States
(Province – if applicable) (Country – if not US)

(If the following statement applies, adopt the statement by marking the box and include an attachment.)

☐ This document contains the true name and mailing address of one or more additional individuals causing the document to be delivered for filing.

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